

State of New Hampshire

**COTS RFP**

**PUBLIC UTILITIES COMMISSION**

**SHAREPOINT SERVER DOCUMENT AND CASE  
MANAGEMENT SYSTEM**

**RFP 2010-011**

**RFP ISSUED.....8/17/2009**

**VENDOR CONFERENCE..... 9/11/2009, 1:00 EST**

**AT: NEW HAMPSHIRE PUBLIC UTILITIES COMMISSON  
21 SOUTH FRUIT STREET, SUITE 10  
CONCORD, NEW HAMPSHIRE**

**STATE POINT of CONTACT.....ChristiAne Mason  
ChristiAne.Mason@puc.nh.gov  
603 271-2431**

**CONTRACT TYPE.....FIRM FIXED PRICE**

**PROPOSALS DUE..... 10/19/2009, 2:30 PM**

**AT: DEPARTMENT OF ADMINISTRATIVE SERVICES  
ROOM 102, 25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE**

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION  
SHAREPOINT SERVER DOCUMENT AND CASE MANAGEMENT SYSTEM  
PUC-RFP 2010-011**

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## **1. INTRODUCTION**

The State of New Hampshire, acting through the Public Utilities Commission and the Department of Information Technology, is releasing this Request for Proposal (RFP) to procure the services of a software integration team with extensive experience in Microsoft Office SharePoint Server (MOSS) 2007 or higher installation, configuration, development, and maintenance to implement a MOSS 2007 Document and Case Management System.

### **Project Overview**

The Public Utilities Commission is an administrative agency responsible for the regulation of public utilities. The Commission is vested with general jurisdiction over electric, telecommunications, natural gas, water, and sewer utilities for issues such as rates, quality of service, finance, accounting, and safety. It is the Commission's mission to ensure that customers of regulated utilities receive safe, adequate and reliable service at just and reasonable rates. Our proceedings, which are quasi-judicial, address such areas as public utility rates, financing, terms and conditions of utility service, quality of service, safety and reliability, eminent domain matters, public utility exemptions from local zoning ordinances, public utility franchises, utility crossings of public lands and waters, rulemakings and consumer complaints.

This project contains three primary objectives:

- A comprehensive document management system for all Commission files.
- Web based document filing with automated web publishing of dockets and related materials.
- Case tracking capabilities, including rule based notifications, flexible reporting, and individual and Commission wide scheduling.

The document management repository will be a centralized, shared resource that allows users to add and retrieve documents in a controlled and efficient manner with established protocols appropriate for a quasi-judicial agency. Document management system features must: allow the secure, online submission by utilities and various stakeholders of requests to create a new docket or intervene in existing dockets, and file all relevant legal documents as part of the proceeding; automate publishing of new or updated dockets and all related materials to the Commission web site; provide powerful, context sensitive search capabilities; and integrate and maintain all supporting documents securely and in their original format, with differing levels of access based on the viewer's identity and authorization. The solution must provide case management functions including calendaring, workflow, recording case activity, metrics, and reports.

The Commission plans to support the application with its own development staff. Whether the solution uses out-of-the-box software and/or specially-written software, the Commission's developers will need the ability to write new programs on their own as new requirements are requested. Therefore, training, sample code, help files, access to APIs, etc. must be made available to the Commission's developers.

The project will be divided into two phases. Phase 1 will incorporate all of the requirements necessary to implement an Intranet-based system internal to the PUC. Phase 2 refers to all requirements necessary to implement an Internet-based system open to Intervenor in a case and to the general public.

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**1.1 Contract Award**

A Contract award by the State will be based upon criteria, standards, and weighting identified in this RFP.

**1.2 Contract Type**

The State plans to execute a Firm Fixed Price (FFP) Contract resulting from this RFP.

**1.3 Contract Term**

Time is of the essence.

The Vendor shall be fully prepared to commence work by December 10, 2009, 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 approval (“Effective Date”).

The Vendor’s initial term will begin on the Effective Date and extend through December 31, 2010. The Term may be extended for additional periods (“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. If the Vendor commences work prior to the Effective Date and a Notice to Proceed, such work will be performed at the sole risk of the Vendor and the State shall be under no obligation to pay the Vendor for any costs incurred or Services performed.

**1.4 Related Documents Required at Contract time**

- A. Certificate of Good Standing/Authority  
Dated after April of the current year and available from the Office of the Secretary of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on:  
[www.sos.nh.gov/corporate/Forms.html](http://www.sos.nh.gov/corporate/Forms.html)
- B. Certificate of Vote (Appendix G-6)
- C. Proof of Insurance Compliance with Appendix G-4: State of New Hampshire Terms and Conditions, Section G-4.14: Insurance.

**1.5 Services (or High Level Statement of Work)**

- A. The Vendor shall be responsible for all aspects of the project, including, but not limited to:
  - All Services, Software configuration, and development associated with the implementation of the SharePoint Server Document and Case Management System and its associated business process impacts. These services are further detailed in the RFP.
  - Overall support and coordination, analyzing and improvements, configuring, migrating, interfacing/integrating with other Agency systems, provide user training, testing and System support services.

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- Ensuring that Microsoft Office SharePoint Server 2007 or higher is successfully implemented in the State's environment.

B. The Vendor will be responsible to ensure that all components of the Software are reviewed and tested to ensure they protect the State's hardware and software and its related data assets. This includes but is not limited to:

- Application Security Assessment
- Database Security Assessment

The Vendor may employ Subcontractors to deliver required services subject to the terms and conditions of this RFP, including but not limited to, in Section 6: *General Contract Requirements* herein and Appendix G-4: *State of New Hampshire Terms and Conditions* of 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.

**1.6 Schedule of Events**

The following table provides the Schedule of Events for this RFP through Contract finalization and Notice to Proceed.

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
RFP released to vendors (on or about)	08/17/2009	
Vendor Inquiry Period begins (on or about)	08/17/2009	
Notification to the State of the number of representatives attending the Vendor Conference	09/04/2009	
Vendor Conference; location identified in <i>General Instructions</i> , Section 4.3	09/11/2009	1:00 PM
Vendor Inquiry Period ends (final inquiries due)	09/16/2009	
Final State responses to vendor inquiries	09/23/2009	
Final date for proposal submission	10/19/2009	2:30 PM
Invitations for oral presentations	10/22/2009	
Vendor presentations/discussion sessions/interviews, if necessary	11/02/2009	
Anticipated Contract finalization	12/09/2009	
Anticipated Notice to Proceed	12/10/2009	

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**2. DEFINITIONS OF TERMS**

The Public Utilities Commission and the IT terms and definitions, located in *Appendix H: Terms and Definitions*, apply to this RFP and any resulting Contract.

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

**3.1 Software**

The State seeks to license commercial off the shelf (COTS) software for this Contract. Each proposal must present software 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, Vendor implementation experience, and proposed Project Team.

**3.2.2 Appendix C:** System Requirements (broken down by mandatory or desired).

**3.2.3 Appendix D:** Mandatory narrative descriptions of Software, technical, Services, and quality assurance topics.

**3.2.4 Appendix E:** 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 are provided in Appendix F: *Pricing Worksheets*. A set of required Project Deliverables organized by category 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 quality assurance topics.

**4. INSTRUCTIONS**

**4.1 Proposal Submission, Deadline, and Location Instructions**

Proposals submitted in response to this RFP must be received by the Department of Administrative Services, Bureau of Purchase and Property, no later than the time and date specified in Section 1.6: *Schedule of Events*. Proposals must be addressed to:

**State of New Hampshire  
Bureau of Purchase and Property  
ChristiAne G. Mason  
25 Capitol Street, 1st Floor  
Concord, New Hampshire 03301**

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Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE  
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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 Department of Administrative Services, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Vendor's responsibility.

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

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

- a. One (1) original **and** seven (7) clearly identified copies of the Proposal, including all required attachments,
- b. One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.19.2: *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 Microsoft WORD or PDF format.

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:

ChristiAne G. Mason, Director of Administration  
Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, New Hampshire, 03301  
Telephone: (603) 271-2431  
Email: [ChristiAne.Mason@puc.nh.gov](mailto:ChristiAne.Mason@puc.nh.gov)

Vendors are encouraged 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.

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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 1.6 *Schedule of Events*). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 1.6: *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.

**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.

**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 1.6: *Schedule of Events*:

Public Utilities Commission  
21 Fruit Street, Suite 10  
Concord, New Hampshire 03301

All Vendors that intend to submit Proposals are encouraged to attend the Vendor Conference. Vendors are requested to RSVP via email by the date identified in Section 1.6: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference.

Vendors are allowed to send a maximum number of three (3) 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 1.6: *Schedule of Events*. Vendors are responsible for any and all costs associated with attending the Vendor Conference.

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**NOTE: The State will NOT distribute a list of Vendor Conference attendees.**

**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. 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.

**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 1.6: *Schedule of Events*, or until the Effective Date of any resulting Contract, whichever is later.

**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.

**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.

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**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 SharePoint Server Document and Case Management System. Any and all costs associated with oral presentations/interviews shall be borne entirely by the Vendor. The 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 G: *General Standards and Requirements* and RFP Section 6: *General Contract Requirements*, 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.

**4.16 Award**

The State plans to execute a Firm Fixed Price (FFP) Contract as a result of this RFP.

The State reserves the right, at its discretion, to award by item, part or portion of an item, group of items, or total proposal.

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.

**4.17 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 must 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.

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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.

**4.18 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 Staff
- **Section VII:** Cost Proposal
- **Section VIII:** Copy of the RFP and any signed Addendum (a)- *required in original Proposal only.*

**4.19 Proposal Content**

Proposals should contain the following:

**4.19.1 Cover Page**

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

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION**

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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.

**4.19.2 Transmittal Form Letter**

The Vendor must submit a hand written and 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 will result in a Proposal being rejected.

*Remainder of this page intentionally left blank*

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State of New Hampshire Proposal Transmittal Form Letter

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

Address \_\_\_\_\_  
\_\_\_\_\_

**To:** ChristiAne G. Mason: \_\_\_\_\_  
Telephone (603) 271-2431  
Email: ChristiAne.Mason@puc.nh.gov

**RE:** Proposal Invitation Name: SharePoint Server Document and Case Management System  
Proposal Number: PUC RFP 2010-011  
Proposal Due Date and Time: October 19, 2009 2:30 EST

Dear Madam:

Company Name: \_\_\_\_\_ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH PUC 2010-011 SharePoint Server Document and Case Management System 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 Section 6: *General Contract Requirements* and Appendix G-4: *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 the *State of New Hampshire Terms and Conditions* in Appendix G-4 and *Contract Requirements* in Section 6, 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, whichever is later;

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 2010-011 and any subsequent signed Addendum (a).

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

- **Important Note: Vendors are provided an electronic version of the RFP Transmittal Letter. Any electronic alteration to this Transmittal Letter template is prohibited. Any such changes may result in a Proposal being rejected.**

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**4.19.3 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 4.18: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

**4.19.4 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.

**4.19.5 Section II: Glossary of Terms and Abbreviations**

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

**4.19.6 Section III: Responses to System Requirements and Deliverables**

System requirements provided in Appendix C: *System Requirements and Deliverables*, included in this RFP, are designated as *Mandatory* ("M") or *Desired* ("D") features of the proposed Solution Software.

Using the Tables in Appendix C, the Vendor must document the ability to meet the requirements and Deliverables of this RFP.

**4.19.7 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 different aspects of the scoring process. Discussion of each topic must begin on a new page.

**4.19.8 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 Section E-1: *Required Information on Corporate Qualifications* of Appendix E: *Standards for Describing Vendor Qualifications*.

**4.19.9 Section VI: Qualifications of Key Vendor Staff**

To evaluate qualifications of Key Vendor Staff, the State will consider three (3) factors:

- a. Proposed team organization and designation and identification of Key Vendor Staff;
- b. Qualification of candidates for Project Manager; and
- c. Qualifications of candidates for Key Vendor Staff roles.

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

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*Candidates for Key Vendor Staff Roles, of Appendix E: Standards for Describing Vendor Qualifications.*

**4.19.10 Section VII: Cost Proposal**

The Cost Proposal must include the following:

- *The Activities/Deliverables/Milestones Pricing Worksheet* prepared using the format provided in Tables F-1A through F-1C of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- *A Proposed Position – Initial Contract Term Vendor Rates Worksheet* prepared using the format provided in Table F-2 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- *A Proposed Vendor Staff and Resource Hours Worksheet* prepared using the format provided in Table F-3 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- *A Future Vendor Rates Worksheet* prepared using the format provided in Table F-4 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- *A System Maintenance and Support Pricing Worksheet* prepared using the format provided in Table F-5 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided.

**4.19.11 Section VIII: Copy of the RFP and any signed Addendum (a)- *required in original Proposal only***

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## **5. PROPOSAL EVALUATION PROCESS**

### **5.1 Scoring Proposals**

The State will use a scoring scale of 100 points, which shall be applied to the Solution as a whole. Points will be distributed among four (4) factors:

- 25 points - Proposed Solution;
- 20 points – Vendor’s technical, service, and quality assurance;
- 15 points – Vendor Company and Staffing Qualifications; and
- 40 points – Solution Cost (Rates and Pricing)
- 100 points - Total Possible Score.

### **5.2 Planned Evaluations**

The State plans to use the following process:

- Initial screening:
  - The Proposal is date and time stamped before the deadline.
  - The Vendor has sent the proper number of copies
  - The original version of the proposal is marked “ORIGINAL” and the copies are marked “COPY.”
  - The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP.
  - The proposed solution meets the requirements as specified in Appendix B of the RFP: *Minimum Standards for Proposal Evaluation*.
- Preliminary evaluation of the Proposals and reference and background checks;
- Oral interviews and product demonstrations;
- Best and Final Offer (BAFO), if appropriate, and
- Final evaluation of Proposals.

#### **5.2.1 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 following:

- Submission requirements addressed in Section 4: *Instructions*.
- Minimum standards defined in Appendix B: *Minimum Standards for Proposal Consideration*.
- Agreement to the State’s Terms and Conditions and provisions as defined in the RFP without exception.

A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

#### **5.2.2 Preliminary Evaluation of Proposals and Reference and Background Checks**

The State will establish an evaluation team to evaluate Proposals, conduct reference checks, and background checks.

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**5.2.3 Oral Interviews and Product Demonstrations**

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

**5.2.4 Best and Final Offer (If appropriate)**

The State may, at its sole option, either accept a Vendor's initial Proposal by award of a Contract or enter into discussions with Vendors whose Proposals are deemed best qualified to be considered for an award. After discussions are concluded a Vendor may be allowed to submit a "Best and Final Offer" for consideration.

**5.2.5 Final Evaluation**

The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering. 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.

**5.3 Proposal Evaluations**

The State will select a Vendor based upon the criteria and standards contained in this RFP and from applying the following weightings. Oral interviews, product demonstrations, and reference checks will be used to refine and finalize preliminary scores.

**5.3.1 Scoring of the Proposed Software Solution**

The Vendor's Proposed Software Solution will be allocated a maximum score of 25 points. These points will be distributed among the following sub-factors for the software solution: Overall Fit; Software Topic Narratives; and Usability.

**5.3.2 Scoring of Vendor Technical, Service, and Quality Assurance Proposal**

Vendor proposed Services will be allocated a maximum score of 20 points, and be distributed among the following sub-factor narratives on: Technical Topics, Service Topics, and Quality Assurance Topics.

**5.3.3 Scoring of Vendor Company and Staffing Qualifications**

Vendor qualifications (including any Subcontractors) will be allocated a maximum score of 15 points which will be distributed among the following sub-factors: corporate qualifications; organization and size of the Vendor's proposed Project Team; qualifications of the proposed Project Manager; and qualifications of proposed Key Vendor Staff. (See Appendix E for requirements.)

**5.3.4 Scoring the Software Solution Cost**

Vendor proposed Software Solution cost will be allocated a maximum score of 40 points. The State will consider both Implementation and subsequent five (5) year support and maintenance costs, provided in Tables F-1A through F-1C of Section F-1: *Activities/Deliverables/Milestones Pricing Worksheet* and Table F-5: *System Maintenance and Support Pricing Worksheet*. Cost information required in a Proposal is intended to provide a sound basis for comparing costs.

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

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*Vendor's Cost Score=(Lowest Proposed Cost / Vendor's Proposed Cost) times  
number of maximum points for solution costs defined in Section 5.1: Scoring Proposals.*

*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.*

**5.4 Rights of the State in Evaluating Proposals**

The State reserves the right to:

- a. Consider any source of information in evaluating Proposals;
- b. Omit any planned evaluation step if, in the State's view, the step is not needed;
- c. At its sole discretion, award or reject any and all Proposals at any time; and
- d. 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.

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**6. GENERAL CONTRACT REQUIREMENTS**

**6.1 State of NH Terms and Conditions and Contract Requirements**

The Contract requirements set forth in Section 6: *General Contract Requirements*, herein and the *State of New Hampshire Terms and Conditions* contained in Appendix G-4 shall constitute the core for any Contract resulting from this RFP.

**6.2 Contract Term Dates**

See Section 1.3: *Contract Term*.

**6.3 Non-Exclusive**

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 identified under this procurement.

**6.4 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 RFP, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and Appendix G-4: *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.

**6.5 Project Budget/Price Limitation**

The State anticipates a budget for this project in the range of \$50,000 to \$75,000, subject to Appendix G-4: *State of New Hampshire Terms and Conditions*.

**6.6 State Contracts**

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

**6.7 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, at the State's discretion, review of the proposed Project

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Manager's resume and qualifications, 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 within next business day 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.

The State may conduct reference and background checks on the Vendor's Project staff. The State reserves the right to reject the Vendor's Project staff as a result of such reference and background checks.

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.

The State reserves the right to require removal or reassignment of the Vendor's Key Project Staff found unacceptable to the State.

**6.8 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, critical events, task dependencies, and payment Schedule. A final Work Plan will be due ten (10) business days after Contract award and approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than weekly, to accurately reflect the status of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment schedule. Any modifications to the Work Plan shall require the prior approval of the State. 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.

In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State. 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 impact on the Project. 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.

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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.

**6.9 Deliverables**

The Vendor shall provide the State with the Deliverables in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance as set forth in Section 6.12 *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.

**6.9.1 Written Deliverables Review**

The State will Review the Written Deliverables for an Acceptance Period of ten (10) 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 ten (10) day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency. The Vendor must correct the Deficiency by returning the original Deficient Written Deliverable containing the State's comments and marked with the Vendor's corrections 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. Once accepted, the Vendor will produce the final deliverable including all documented changes.

**6.9.2 Software Deliverables Review**

Described in Section 6.12: *Testing and Acceptance*.

**6.9.3 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.

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**6.10 Licenses**

The State will license Microsoft Office SharePoint Server from Microsoft. This software will be configured and implemented for the State's use according to the requirements identified in Appendix C: *System Requirements and Deliverables*. All custom code will be owned by the State and further licenses, if any, for supporting COTS Software will be purchased separately by the State. The State has defined license grant rights, terms and conditions, and has documented the evaluation criteria.

**6.10.1 License Grant**

Should the solution include vendor owned or third party COTS software which the State does not already own, the license or licenses for this software shall grant the State perpetual, nonexclusive, nontransferable, and irrevocable use of the Software and its associated Documentation.

Notwithstanding licenses to SharePoint Software which the State already owns, the State specifically recognizes that vendor owned or third party COTS Software, all improvements thereto, all customizations thereof, and all upgrades are deemed for the purposes of this Contract to be the property of the Vendor and that all proprietary rights thereto are reserved and shall remain the sole and exclusive property of the Vendor, and that no proprietary rights are being acquired, granted or transferred hereunder. In this regard, the State specifically understands and agrees that it shall use the Licensed Software only in accordance with the terms of this Contract, that no source program statements and/or documentation will be delivered or furnished to it, and that in no event shall it be permitted to see the same or have access thereto, except as provided in any Escrow Agreement.

The Vendor shall submit copies of its proposed Software License agreement which shall not contain any terms or provisions that conflict with the State's Software License and warranty requirements or terms and conditions set forth in Section 6: *General Contract Requirements* and Appendix G: *General Standards and Requirements*, respectively. The Vendor's standard Software License form will not be acceptable.

**6.10.2 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 two (2) electronic versions 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.

**6.10.3 Restrictions**

Except as otherwise permitted under the Contract, the State agrees not to reverse assemble, reverse compile, or otherwise derive a source code version of the Vendor owned, Vendor supplied COTS Software.

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**6.10.4 Title**

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation.

**6.10.5 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, the *State of New Hampshire Terms and Conditions*, Appendix G-4.

**6.11 Ongoing System Maintenance and Support Levels**

The Vendor must include provision for ongoing System maintenance and support Services. The Vendor shall submit copies of its proposed maintenance and support agreement which shall not contain any terms or provisions that conflict with this RFP, including but not limited to, the State's terms and conditions or warranty requirements set forth in Section 6: *General Contract Requirements* and Appendix G: *General Standards and Requirements*, respectively. The Vendor's standard System maintenance and support form will not be acceptable.

The Vendor will provide the State a "System Administration Procedures Manual" containing detailed step by step documentation and instructions on all administrative and maintenance procedures and their frequency required to maintain the System securely and in optimal condition. The manual will also include all tasks the Vendor performs during the initial onsite administrative phase of this project.

Ongoing System maintenance and support levels shall include:

- **Class A Deficiencies** - for all Class A Deficiencies, the Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight hours per business day 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;
- **Class B & C Deficiencies** – for all Class B & C Deficiencies, the State will notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within twenty-four (24) business hours of notification with planned corrective action;
- Repair or replacement of the Software, and maintenance of the System in accordance with the Specifications and terms and requirements of the Contract;
- Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- Provide a regular maintenance plan using automated detection and reporting tools whenever possible to include, but not be limited to, the monitoring and maintenance of:

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- Windows Server logs (application, security, and system logs)
  - Status of critical services (web, email, database, search, security)
  - Results of database backup, optimization, and integrity check operations
  - Resource utilization issues (low disk space or excessive page faults)
  - A broad spectrum of security checks ranging from anti-virus and firewall warnings to unauthorized user access attempts and identification of inactive accounts
  - Application specific errors encountered by the System;
- 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; and
  - 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 System; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat System problems.

In the event the Vendor fails to correct a Deficiency within the allotted period of time stated above, the State shall have the right, at its option to: 1) declare the Vendor in default, terminate the support 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 in law or in equity.

#### **6.12 Testing and Acceptance**

The State requires that an integrated and coherent approach to complete System testing, Deficiency correction, Acceptance, training, and 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 including proposed testing tools. 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.

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

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unit, System integration testing, conversion/migration testing, and support of the State during user Acceptance Testing (UAT).

**6.12.1 Test Planning and Preparation**

The 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 in both terms of effort and duration. The Vendor must disclose in their Proposal the scheduling assumptions they have used in regards to the client resource efforts required during testing.

State testing will commence upon the Vendor's 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.

**6.12.2 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.

<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>	<p>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.</p>

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	<p>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.</p> <p>c.) Verifies that all security is working properly based on agreed upon metrics.</p> <p>d.) Tests that when Systems fail, they recover according to the agreed upon Work Plan.</p> <p>e.) 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 System.</p>
<b>Conversion Validation Testing</b>	<p>The Conversion 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> <p>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.</p> <p>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 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>d.) 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 described in Section 6.13.3: <i>Warranty Period</i></p>
<b>Performance Tuning and Stress Testing</b>	<p>The scope of <b>Performance Testing</b> shall be to measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.</p> <p>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 build of the production environment is done by the State Operations team prior to the start of performance tuning and testing.</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>

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	<p>Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.</p> <p>a) <b>Baseline Tests:</b> 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.</p> <p>b) <b>Load Tests:</b> 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 test 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.</p> <p><b>Tuning</b> will be Vendor lead and 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.</p>
<b>Security Testing</b>	<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> <p>Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity, and availability.</p>
<b>Regression Testing</b>	<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 failure 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 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> <p>a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.</p> <p>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.</p> <p>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:</p> <ol 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> </ol> <p>d.) The Vendor will be expected to:</p>

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	<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>
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**6.12.3 Remedies**

If the Vendor is not able to make the corrections within the time allotted by the State, or the entire integrated System fails the Acceptance Test, the State may declare the Vendor in default and, at its option: 1) terminate the Contract, in whole or in part, by providing written notice to the Vendor, without penalty or obligation to the State and deem the Vendor in default; 2) return the Vendor's product provided under the Contract and receive a refund of all amounts paid, 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 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 the Vendor completes the Contract to the satisfaction of the State.

**6.12.4 System Acceptance**

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

**6.13 Warranty**

**6.13.1 Warranties**

**6.13.1.1 System**

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

**6.13.1.2 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.

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**6.13.1.3 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 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.

**6.13.1.4 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.

**6.13.1.5 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.

**6.13.1.6 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.

**6.13.2 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, eight (8) hours per Business day with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site or remote diagnostic 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;

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- 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;
- 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;
  - 2) diagnosis of the root cause of the problem; and
  - 3) identification of repeat calls or repeat Software problems; and
- 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, and at no additional cost to the State.

In the event 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. (See Section 6.13.3: *Warranty Period*, below).

**6.13.3 Warranty Period**

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for one hundred eighty (180) days.

For subsequent modules or functions, the Warranty Period will extend for one hundred eighty (180) days after each of the remaining major functions or modules, integrated successfully with the entire System, receives a Letter of Acceptance from the State.

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 System Software must be corrected and run fault free for thirty (30) days.

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**6.14 Administrative Specifications**

**6.14.1 Travel Expenses**

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.

**6.14.2 Shipping and Delivery Fee Exemption**

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

**6.14.3 Project Workspace and Office Equipment**

The Public Utilities Commission and the Department of Information Technology will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment. If a Vendor has specific requirements, they must be included in the Vendor’s Proposal.

**6.14.4 Work Hours**

Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.

**6.14.5 Access/Cooperation**

As applicable, and subject to the applicable laws and regulations, 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 IT 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.

**6.14.6 State-Owned Documents and Copyright Privileges**

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

**6.14.7 Intellectual Property**

Notwithstanding work which modifies vendor owned COTS Software or non SharePoint third party COTS Software, the State shall hold all ownership, title, and rights in any Custom Source Code and Configuration Code developed in connection with performance of obligations under the Contract, or modifications to the software, and their associated documentation including any and all performance enhancing operational plans and vendors’ special utilities. The State shall have sole right to produce, publish, or otherwise

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use such software, modifications, and documentation developed under the Contract and to authorize others to do so.

**6.15 Pricing**

**6.15.1 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*.

**6.15.2 System Maintenance and Support Pricing**

The Vendor must provide the minimum System support and Services through System maintenance and support as detailed in Section 6.11 :*Ongoing System Maintenance and Support Levels*.

For System maintenance and support costs, complete a worksheet including all costs in the table. A worksheet is provided in Appendix F: *Pricing Worksheets*, under Appendix F-5: *System Maintenance and Support Pricing*, as Table F-5: *System Maintenance and Support Pricing Worksheet*.

**6.15.3 Invoicing**

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted must meet with the approval of the State and said approval 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.

**6.15.4 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.

**6.15.5 Credits**

The State may apply credits due to the State against the Vendor's invoices with appropriate information attached.

**6.15.6 Records Retention and Access Requirements**

The Vendor shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

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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 the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years after the final payment on the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of 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. During the term of this Contract, 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 will 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, 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 material issued under the Contract is calculated or derived from these factors.

**6.15.7 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.

**6.16 Project Holdback**

The State will withhold ten (10) percent of the agreed Deliverables pricing tendered by the Vendor in this Firm Fixed Price (FFP) engagement until successful completion of the Warranty Period as defined in Section 6.13.3: *Warranty Period*.

**6.17 Work for Hire**

Notwithstanding work which modifies vendor owned COTS Software or non SharePoint third party COTS Software, the State shall own all right, title and interest in and to any software, printed materials or other works, products or deliverables which result from Services rendered by Vendor to the State under this Contract ("work(s)"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Vendor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. Vendor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and

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interest in and to such works. Vendor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

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**APPENDIX A: BACKGROUND INFORMATION**

**A-1 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-1.1 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, wireless 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 functions as the statewide core network and facilitates access to email, the Internet, and the State's financial applications. Some agencies additionally have their own Internet service providers.

**A-1.2 Future Systems Environment**

Future design and development efforts should conform to the emerging environment as defined by current Information Technology initiatives, the New Hampshire Information Technology Plan 2005-09.

**A-2 State Project Team**

State high-level staffing for the Project will include a Business Project Manager, IT Project Manager, Project Architect, Business Systems Analyst, Systems Analyst, Programmer Analyst, Database Analyst, Business Procedure Analyst, Business Data Analyst, and network and server administration support staff.

**A-2.1 Project Sponsor**

The Project Sponsor, or an appropriate designee, will be responsible for securing financing and resources, addressing issues brought to his/her 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.

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

Information is requested in Section 4.19: *Proposal Content*, to enable the State to Contract for Project Implementation with an experienced Vendor. Coverage in Appendix B is limited to specific minimum requirements. A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

**B-1 Proposal Submission**

The Proposal must be submitted on time, as defined in this RFP in Section 1.6: *Schedule of Events*

**B-2 Transmittal Form Letter**

Submission of the properly completed Transmittal Form Letter contained in Section 4.19.2: *Transmittal Form Letter*.

**B-3 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 85% of mandatory requirements listed.

**B-4 Vendor and Project Team Experience**

The Vendor, including proposed key project team members, must have completed at least two (2) successful comparable document and/or case management systems similar in size to that proposed for State of New Hampshire Public Utilities Commission within the last three (3) years. For the purpose of evaluating compliance with this requirement, the vendor team is permitted to include Subcontractors.

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**APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES**

**C-1 REQUIREMENTS**

Vendors shall complete a checklist based on the following format. Indicate whether the requirement is included in the solution without modification (Y), with modification (M), or not at all (N), and add additional information in the Comments column. If modifications are needed to meet requirements, those modifications must be included in the cost. Requirements are also labeled as Mandatory (M) or Desired (D), and are identified as Phase 1 and Phase 2 requirements.

**Phase 1 and 2.**

Phase 1 refers to all requirements necessary to implement an Intranet-based system internal to the PUC staff.

Phase 2 refers to all requirements necessary to implement an Internet-based system open to Intervenors and to the general public.

Some requirements will be both.

**Table C-1 System Requirements -Vendor Response Checklist**

<b>REQ #</b>	<b>Requirement/Deliverable</b>	<b>M/D</b> see above	<b>Y/M/N</b> see above	<b>Comments</b>	<b>Phase 1</b> Intranet	<b>Phase 2</b> Internet
	<b>GENERAL REQUIREMENTS</b>					
G-1	The Vendor shall participate in an initial kick-off meeting to initiate the Project.	M			X	X
G-2	The Vendor shall provide Project Staff as specified in the RFP.	M			X	X
G-3	Vendor shall submit a preliminary Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M			X	X
G-4	The Vendor will provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M			X	X
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the Project Documentation.	M			X	X
	<b>TECHNICAL REQUIREMENTS</b>					

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<b>REQ #</b>	<b>Requirement/Deliverable</b>	<b>M/D</b> see above	<b>Y/M/N</b> see above	<b>Comments</b>	<b>Phase 1</b> Intranet	<b>Phase 2</b> Internet
T-1	Web-based compatible and in conformance with the following W3C standards: XHTML 1.0 CSS 2.1 XML 1.0 (fifth edition)	M			X	X
T-2	Microsoft Office SharePoint Server 2007 or higher				X	X
T-3	Microsoft SQL Server 2005 Database or higher	M			X	X
T-4	Microsoft Office SharePoint Designer 2007 or higher	M			X	X
T-5	Microsoft Windows XP Pro SP3	M			X	
T-6	Microsoft Windows 2003 Server with Active Directory.	M			X	X
T-7	Microsoft Internet Information Server (IIS) 6.0.	M			X	X
T-8	Microsoft Exchange Server 2003 and Outlook 2002, 2003, or 2007.	M			X	X
T-9	Microsoft Office 2002, 2003, or 2007	M			X	
T-10	Internet Explorer 7 or higher.	M			X	
T-11	Microsoft Visual Studio Professional 2008.	M			X	X
T-12	Microsoft ASP.NET.	M			X	X
T-13	.NET Framework 3.5 SP1	M			X	X
	<b>Application:</b>					
T-14	Allow for remote access for PUC staff via a Web front end, and must be compatible with Internet Explorer 7.0 or higher.	M			X	
T-15	Provide a graphical user interface (GUI) that meets American National Standards Institute (ANSI) standards for the operating system. The GUI must: a) Be user-friendly; b) Have a seamless, logical menu construction across all system components; c) Menus and functions must be logically interrelated and must reflect an understanding of Commission operations through their construction and operation; d) Provide consistent look and feel from window to window, input screen to input screen, function to function; e) Allow keyboard equivalents for all mouse point and click operations to comply with the Americans with Disabilities Act; f) Make look-up tables (such as drop down boxes) and selection available	M			X	

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REQ #	Requirement/Deliverable	M/D see above	Y/M/N see above	Comments	Phase 1 Intranet	Phase 2 Internet
	<p>online when users are required to input specific codes or system information within the requiring screen (selection options must be able to be updated by the PUC System Administrator);</p> <p>g) Movement within the application must be intuitive and allow for operation via icons on a toolbar;</p> <p>h) Provide a consistent icon appearance for common functions;</p> <p>i) Provide features such as pull-down menus, point and click operations, scroll bar and scrollable list boxes;</p> <p>j) Provide the ability for a user to return to the previous screen within a menu or a previous menu.</p>					
T-16	Provide error messages that are clear to the user, use plain English, explicitly identify the error, and offer corrective actions.	M			X	
T-17	Have an on-line help facility which must be available at the System, window, and field level, and must be context sensitive at the window level.	M			X	
T-18	Provide an intuitive flow for data entry and provide features such as highlighting, table driven drop down lists, pre-populated fields, and capturing system dates.	M			X	
T-19	<b>Maintenance and Upgrades:</b> The vendor must allow for scheduling and efficient implementation of point releases and major upgrades. These must be able to be done with ease and no loss of data or data integrity.	M			X	
T-20	The Vendor will provide a "System Administration Procedures Manual" containing detailed step by step documentation/instructions on all administrative and maintenance procedures and their frequency required to maintain the System securely and in optimal condition. The manual will also include all tasks the Vendor performs during the initial onsite administrative phase of the Project.	M			X	X
T-21	Provide an application dump file or log file for all application crashes for all application modules.	M			X	
T-22	The Commission has some large files, like tariffs, that need to be made available to stakeholders. The vendor solution must be	M			X	

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<b>REQ #</b>	<b>Requirement/Deliverable</b>	<b>M/D</b> see above	<b>Y/M/N</b> see above	<b>Comments</b>	<b>Phase 1</b> Intranet	<b>Phase 2</b> Internet
	able to successfully accept, process, update, display and report files that are up to 30MB in size.					
	<b>SECURITY REQUIREMENTS</b>					
S-1	Verify the identity or authenticate all of its client applications before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M			X	X
S-2	Verify the identity or authenticate all of its users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M			X	X
S-3	Enforce unique user names in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M			X	X
S-4	Enforce complex passwords or pass phrases of ten characters or more. in accordance with DoIT's statewide <i>User Account and Password Policy</i> (Currently passwords must contain a combination of upper and lower case characters and at least one number or special character not defined as letters or numerals such as @,&,!).	M			X	X
S-5	Encrypt passwords in transmission and at rest within the database.	M			X	X
S-6	Expire passwords after a defined period of time	M			X	X
S-7	Provide an administrative function which can be assigned to identified users for the purpose of identifying, reporting on, disabling, and deleting stale accounts in accordance with the statewide <i>User Account Maintenance Policy</i> .					
S-8	Provide an administrative function which can be assigned to identified users for the purpose of administering user access and authorizations.	M			X	X
S-9	Ability to enforce session timeouts during periods of inactivity.	M			X	X
S-10	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP">http://www.owasp.org/index.php/OWASP</a> )	M			X	X

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REQ #	Requirement/Deliverable	M/D see above	Y/M/N see above	Comments	Phase 1 Intranet	Phase 2 Internet
	_Top_Ten_Project)					
S-11	The application shall not store authentication credentials or sensitive Data in its code.	M			X	X
S-12	The application must maintain audit records for all failed login and unauthorized access attempts.	M			X	X
S-13	Solution must contain a robust, fully configurable auditing capability for record additions/modifications/deletions.	M			X	X
S-14	No remnants of a terminated session should remain on the user's computer..	M			X	X
S-15	The application shall not display to the user explicit error and exception handling messages when not executing as designed in the production environment. Explicit error and exception handling messages are to be logged and an administrator notified.	M			X	X
S-16	Only the software and services required and previously documented for installations by the application shall be installed.	M			X	X
S-17	Ensure subsequent application enhancements or upgrades made by the Vendor shall not remove or degrade these security requirements as noted in this RFP. At a minimum, the Vendor will follow agreed upon UAT regression testing.	M			X	X
S-18	CMS and DMS must be able to generate a report for administrators detailing user accounts and permissions.	M			X	X
S-19	CMS and DMS user accounts must be role based and the System must be able to set user permissions at various levels.	M			X	
S-20	The System shall allow for the establishment of a security model that encompasses internal users as well as a provision for access by external users, i.e. non-PUC, non domain users.	M			X	X
S-21	The State of New Hampshire runs McAfee anti-virus software on its servers which will automatically scan for viruses. If additional virus protection is required, or if existing anti-virus implementation may be inadequate or is known to cause issues with the Vendor proposed solution, the Vendor shall advise us and suggest other possible anti-virus solutions.	D			X	
S-22	The System shall provide user administration functions for user setup,	M			X	X

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	role definition, security profile maintenance, etc.					
S-23	The System shall limit the display or view of application menus to only those to which the user has been authorized.	D			X	X
	<b>FUNCTIONAL/BUSINESS REQUIREMENTS – DOCUMENT MANAGEMENT</b>					
F-1	The DMS shall have the functionality to accept filings as submitted, either electronically or on paper.	M		Most documents will be electronic when received, while some will remain paper based.	X	
F-2	The DMS shall support a single port of entry through the web to allow Commission stakeholders access to appropriate features of the document management system based on their user rights.	M			X	
F-3	The DMS shall support a single port of entry through the web to allow non-Commission stakeholders and the general public access to appropriate features of the document management system based on their user rights.	M				X
F-4	The DMS shall support the registration of stakeholders, establishing appropriate user rights to certain features of the DMS.	M			X	
F-5	The DMS shall maintain a log containing the date and time the document arrived at the Commission.	M			X	
F-6	The DMS shall allow for all non-electronically filed documents to be scanned, OCR'd and uploaded to the electronic document repository as an Adobe PDF file. The application will have agreed upon software controls for integrated scanners.	M			X	
F-7	The DMS shall support multiple user defined indices that allow for easy document retrieval.	M			X	
F-8	The DMS shall track the status and location of all original paper documents and non-electronic docket materials via bar-coding and check-in/check-out functions.	D		Original documents are filed in the Docket Room. Non-electronic materials can be such items as topographical maps, water samples, etc.	X	
F-9	Mandatory data fields shall be required for	M		Must capture whether	X	

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	each document in the DMS, whether captured during electronic filing or inputted by the Records Manager during the OCR/text image process (when filing is submitted by paper).			document is associated with a new or existing docket. Other necessary data fields include: docket number; addressee name; signatory; type of document; and description of materials.		
F-10	The DMS shall allow users to customize index templates, create multiple templates, and have different types of index field data within each template, such as date, number, and alphanumeric characters.	M		Indexing documents using categorization fields and keywords is a method traditionally used with paper files that translates well into electronic systems. Index fields are used to support document location and retrieval, and can be used to categorize documents, track creation or retention dates, or record subject matter.	X	
F-11	All public (non-confidential) documents maintained in the DMS shall be electronically accessible by the general public via the Commission's website at <a href="http://www.puc.nh.gov">www.puc.nh.gov</a> in a secure, universal document format, or in a format which provides a free viewer.	M			X	X
F-12	The DMS shall notify the sending Party electronically that the Commission has received and accepted the filing regardless of whether the filing was received electronically or on paper. The notification shall include an acknowledgment stating the type of document filed, filing date and time, and case number.	M			X	X
F-13	The DMS shall include notification functions and forwarding of system generated events between the Commission and the parties electronically where practical.	M		The activities performed as a part of docket filing include the acceptance and receipt of official Commission documents as well as	X	X

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				notifying case participants that an official Commission document has been received and accepted. The electronic documents are automatically routed to "in boxes" on the workstations of the Commissioners and assigned Staff and service list.		
F-14	The DMS shall allow users to retrieve documents through queries based on one or more index field values. In case of single match, the system will display the document itself and in case of multiple matches, the system should display results as a list or as "thumbnail" images that can be enlarged for viewing as required.	M			X	
F-15	The DMS shall support full text (word) search using advanced search techniques, including Boolean logic and various "fuzzy logic" techniques such as wildcards, soundex, and word proximity.	M			X	
F-16	The DMS shall maintain both public and confidential versions of a document such that no person may view or print any confidential document without system permission.	M			X	X
F-17	The DMS shall manage all versions of a document (redacted and unredacted) to ensure that the documents are maintained and tracked internally with varying levels of security and/or encryption.	M			X	
F-18	The DMS shall maintain the appropriate security classifications and differing access levels for individuals and groups to manage and access documents.	M			X	
F-19	The DMS shall automatically generate a numbered and dated entry on the docket book for all docket filings (documents either received or generated by the Commission).	M		Actual delivery of documents may occur through Internet, E-mail or postal delivery. Recording receipt of documents satisfies the legal requirements involved in the maintenance of	X	

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				official Commission records.		
F-20	The docket book generated by the DMS shall contain links between specific entries and their corresponding documents.	M			X	
F-21	The DMS shall allow a single document to be linked to multiple dockets.	M		When dockets are consolidated, separate docket books continue to be maintained for each docket. Thus, one filing may need to have multiple pointers.	X	
F-22	The DMS shall easily accommodate for the correction and reporting of clerical errors.	M			X	
F-23	The DMS shall post the docket book at the Commission's website ( <a href="http://www.puc.nh.gov">www.puc.nh.gov</a> ).	M			X	
F-24	The DMS shall electronically store and retrieve documents in their original format, and provide a means to automatically render them into .PDF versions upon request.	M			X	
F-25	The DMS shall electronically re-create a typical filing system through multiple levels of nested folders. The DMS shall support the creation of a folder/file structure for organizing documents.	M			X	
F-26	The DMS shall support document retrieval both through folder/file structure search capabilities and through a web browser-based, field index query mechanism. The DMS shall support access to multiple documents or document images simultaneously through multiple on-screen windows.	M			X	
F-27	The DMS shall have options that allow images to be easily sent with any MAPI (Mail Application Program Interface)-compliant e-mail system and read by recipients who do not have direct access to the system.	M			X	
F-28	The DMS shall have appropriate system management and audit tools, as described in this section.  The system should provide audit trails to prevent and detect unauthorized creation, addition, alteration or deletion of records, as well as information such as who is using	M		Document management system will require a number of system management tools for activities such as general system administration (i.e.,	X	

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	the system, what documents are being viewed, when such documents were viewed, and what actions are being or have been performed.			user management, security management), database management (i.e., database purging, rollback and data recovery)), and system auditing. System audits are used for trouble shooting, tuning and performance analysis. They can be used to report information such as how many times a document was accessed, periods of high activity, etc.		
	<b>Tariffs:</b>					
F-29	The DMS shall be capable of versioning tariffs.	D			X	
F-30	The DMS shall make sectional printing the default option for printing tariffs.	D		Tariffs can be hundreds of pages long. "Print All" should not be the default print option for users.	X	
F-31	Tariffs shall be downloaded in their entirety or by section with appropriate headers maintained.	D			X	
	<b>Discovery:</b>					
F-32	The DMS shall file Discovery into the electronic file repository automatically.	D			X	
F-33	The DMS shall record the receipt of all responses electronically, associating data requests to data responses.	M			X	
F-34	The DMS must support an iterative discovery process.	D		The Staff will analyze the information in order to provide expert recommendations on the merits of any case. If a Staff member finds, through the analysis, that more information is required, the discovery process may be repeated.	X	
	<b>Data Capture, Storage, Conversion, and</b>					

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	<b>Exchange:</b>					
F-35	The system shall provide a document imaging capability using OCR and Zone OCR. All imaged documents must be text searchable.	M		.	X	
F-36	The PUC shall require the DMS to support importation and access of multiple electronic file types, including but not limited to Microsoft Office Suite files (Word, Excel, PowerPoint, and Outlook), .tiff and jpeg files, Adobe PDF files, Microsoft Visio and Microsoft Project files.	M		Document importation is another method for capturing electronic files such as Office Suite documents, graphics, audio clips or video files, into a document management system. These files can be viewed in their original format by either launching the originating application or by using an embedded file viewer from within the DMS.	X	
F-37	Support purging files (including document images) according to the PUC's published retention schedules. DMS must support document retention policy.	D			X	
F-38	Provide the ability to download data and reports to a spreadsheet or database application.	M			X	
	<b>Data Archival, Backup, and Recovery:</b>					
F-39	The DMS shall index archived records according to pre-defined fields and attributes.	M			X	
F-40	The DMS shall be capable of generating an index of records archived in electronic and non-electronic formats (paper documents maintained and not scanned).	M		Non-scanned items could include large maps, water samples, etc.	X	
F-41	The DMS shall support archiving records to various mediums.	M			X	
F-42	The DMS archiving features shall support various electronic file formats (image, data, document, text).	M			X	
F-43	The vendor shall propose a backup and restore strategy for their entire application. This must be done in conjunction with the PUC and the DoIT technical staff.	M			X	
F-44	DMS hardware and software components shall implement appropriate fault tolerance	D			X	

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	through techniques such as disk mirroring, component redundancy, and database replication and rollback capabilities.					
	<b>FUNCTIONAL/BUSINESS REQUIREMENTS – CASE MANAGEMENT</b>					
	<b>Calendaring and Scheduling:</b>					
F-45	The CMS shall provide integrated calendaring and scheduling of Commission proceedings.	M		The Commission currently uses Microsoft Outlook 2002 for scheduling and e-mail.	X	
F-46	Calendaring and scheduling shall include: entering docket events for specific dates; automatic and manual monitoring case time standards (the required length of time to resolve a case); scheduling various PUC activities; and creating daily or weekly calendar views for the Commission.	D		Docket calendars and calendars for non-docketed procedures are created by commission orders, letters, and by staff. Outlook should be the single point of entry for individual tasks. The CMS should be the source for procedural deadlines and rolling due dates. Ideally, the CMS would interface with Outlook to compare docket events with the official schedule, enter events that don't require specific rooms or personnel (such as testimony due dates), and notify related staff.	X	
F-47	The CMS shall notify/remind assigned staff of key case events at any time during the docket life cycle with reminder time intervals set by individual users.	M		The CMS will assist in preparing milestones and issuing "tickler" messages as various deadlines approach.	X	
F-48	Rule or statutory driven actions shall be automatically scheduled and/or generated by the CMS.	M			X	
F-49	All noticing functions and forwarding of system generated events between the Commission and the parties shall be	M			X	

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	performed electronically where practical.					
F-50	The CMS shall provide for automated and manual override to the preset schedules including resetting future schedules based on the manual or automated override.	M			X	
F-51	The CMS shall electronically trigger follow-up actions in dockets based on Commission Orders.	M			X	
	<b>Work Flow:</b>					
F-52	The CMS shall support multiple rule-driven and alternative workflows.	M			X	
F-53	The CMS shall support a collaborative document generation process that results in jointly authored documents which must go through an approval process. Through document management and workflow systems, the CMS must integrate these procedures to allow electronic viewing and distribution such that multiple versions of documents may be viewed simultaneously.	M			X	
F-54	If the PUC Records Manager identifies a filing as a new docket, the CMS shall assign the next available sequential case number with a printed label, and will automatically generate a Notice to the filing Party stating the assigned case number.	M			X	
F-55	The CMS will provide a means for the PUC to reject a filing. If a filing is rejected, the CMS shall link an automated reject letter that is completed and generated by the PUC Records Manager with the filing that resides in the document repository. The electronic document and reject letter shall be archived with easy retrieval for 90 days should questions arise. After the 90-day period, the electronic document and reject letter shall be moved to a more permanent archive destination.	M			X	
F-56	The electronic format must follow an intuitive flow for data entry and provide features such as highlighting, drop down lists, pre-populated fields, and capturing system dates.	M		Mandatory fields and drop down lists should be consistent with other department applications.	X	
F-57	The CMS shall allow the Commission to establish and modify workflow schedules with the capabilities of posting key case events for specific dates to Staff calendars. (Integration with calendaring and	M		The Commission currently uses Microsoft Outlook 2002 for scheduling and e-mail.	X	

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	scheduling)					
F-58	Docket tracking shall include the ability to track the documents throughout the hearing process and the voluminous testimony and exhibits that are presented at the hearing. The CMS shall maintain a record of exhibits offered, admitted and marked for identification.	M		Testimony and evidentiary material presented at the hearing will continue to be in the form of an authenticated paper copy.	X	
F-59	When an electronic copy of a Commission decision is filed in the document repository, the CMS shall automatically route it to the Web server for posting to the PUC's website, as well as electronically notify participants to a docket.	M		Commission decisions are also published, printed and distributed via paper or fax to those who are not electronically connected to the Commission.	X	
F-60	The CMS shall easily accommodate the correction of clerical errors.	M			X	
F-61	The CMS shall notify staff and parties to a docket when dockets are consolidated or renumbered, or when clerical errors are corrected.	M			X	
F-62	The CMS shall indicate case status at any given time, providing both a high-level system assigned status as well as a user detailed status.	M			X	
F-63	The CMS shall support a single port of entry through the web to allow stakeholders and the general public access to appropriate features of the case management system based on their user rights. Public access shall include calendar information, service list information, as well as access to the public version of all documents on file for the docket.	M			X	X
	<b>Service List Capability:</b>					
F-64	The CMS shall include the maintenance of contact information suitable for integration with Outlook 2003 or 2007. A method to organize this contact information into docket service lists and distribution lists for other purposes will be provided.	M		There may be multiple roles, rights, and workflows for such categories as company representative, Intervenor, staff Interested Party, etc.	X	
F-65	Key case and address information shall be captured at the time of electronic acceptance with the use of pre-defined fields. Utility, assigned staff, Intervenor,	M		There may be multiple contacts for such as company representative,	X	

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	participant, etc. must be electronically stored with the information available for use without duplicate data entry if a subsequent filing is accepted in the same case. The CMS must have multiple fields for data capture.			Intervenor, staff, Interested Party, etc.		
F-66	The CMS shall support multiple email addresses for a single person; multiple docket associations with different levels of docket participation; and the ability to retrieve lists for email, mail merge and label/envelope printing.	M			X	
F-67	The Service List shall support replacing one person's role with another person, role, or both.	D		.	X	
F-68	The CMS shall provide the same level of functionality for non-dockets (i.e., evolving projects).	M			X	
F-69	The CMS shall support full text (word) search using advanced search techniques, including Boolean logic and various "fuzzy logic" techniques such as wildcards, soundex, and word proximity.	M			X	
	<b>Appeals and/or Informal Investigations:</b>					
F-70	The CMS shall be able to manage case information and filings related to Commission Interventions at state and federal regulatory bodies and appeals of Commission decisions.	D			X	
F-71	Case and/or investigative documents must be processed electronically from time of filing/receipt through case disposition.	D			X	
F-72	An electronic file with a numbered, dated, indexed sheet must be automatically generated using key case information obtained at file creation.	D			X	
F-73	The CMS shall automatically generate a schedule for specific events and periodic appearances according to prescribed rules.	D			X	
F-74	The CMS shall be capable of automatically notifying assigned personnel of deadlines for filings, hearings, etc	D			X	
F-75	The CMS shall allow internal and external parties to have appropriate access to electronic case files.	D			X	X
	<b>Discovery:</b>					
F-76	The CMS shall automatically invoke specific rules relating to how and when data requests are issued and when data	D			X	

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	responses are due, prompting Staff to generate the data requests and data responses for the various dockets.					
F-77	The CMS shall maintain contact information on utility company employees to facilitate routing of communications with the utility companies.	D			X	
F-78	The CMS must support an iterative Discovery process.	D		The Staff will analyze the information in order to provide expert recommendations on the merits of any case. If a Staff member finds, through the analysis, that more information is required, the discovery process may be repeated.	X	
F-79	The CMS shall provide the status of each data request at all times.	D			X	
	<b>Data Capture, Storage, Conversion and Exchange:</b>					
F-80	The system shall provide a document imaging capability using OCR and Zone OCR. All imaged documents must be text searchable.	M		.	X	
F-81	Provide the ability to download data and reports to a spreadsheet or database application.	M			X	
	<b>FUNCTIONAL/BUSINESS REQUIREMENTS – COMMON TO ALL MODULES</b>					
	<b>Output/Reports:</b>					
F-82	The System shall provide a user-friendly report generation module which provides users with a selection of established reports for viewing and printing, as well as the facility to generate ad hoc reports as needed on statistical information from data contained within the system database.	M		PUC needs to provide sample of existing reports	X	
F-83	The system shall support data, full text, and fuzzy logic queries. The vendor shall support the Commission in building all operational indices for the initial system, including Thesaurus, stop-lists, etc.	M			X	
F-84	The DMS must publish a log of everything filed to the Commission's web site	M			X	X

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	including all documents filed with the Commission as well as all documents generated by the Commission (orders, orders of Notice, Commission Meeting agendas, Commission Meeting minutes, etc.)					
F-85	The vendor shall provide web-based reporting/query tools for ad-hoc or pre-determined reports.	M			X	
F-86	The system shall provide the ability to print only selected parts of a report.	M			X	
	<b>Testing/Training:</b>					
F-87	Testing of the application shall conform to the State of New Hampshire's System Development Methodology or an agreed-upon methodology. Example phases are: Construction and Unit Testing Integrated Testing System Testing User Acceptance Testing Performance testing and tuning	M			X	
F-88	Testing shall be done on servers and client workstations managed by the DoIT.	M			X	
F-89	Vendor shall create detailed and meaningful user documentation for any and all changes.	M			X	
F-90	Vendor shall provide train the trainer course and materials for technical support staff (eg: network administrator, systems developer, etc.). This may be off-site, but is requested to be at the PUC or DoIT facilities.	M			X	
F-91	Vendor shall provide user training and manuals for business users from the PUC. This training must be held on-site at the PUC.	M			X	
F-92	There should be a stakeholder presentation showing the major features of the new application prior to the application roll out.	D			X	
	<b>Implementation:</b>					
F-93	The vendor shall supply a detailed plan for application rollout to insure a minimum amount of operational interruption. This rollout plan shall incorporate a fallback plan should the need arise.	M			X	X
F-94	All client PCs will have required/supporting software loaded prior to application rollout. DoIT staff, utilizing the vendor provided production build documentation, shall perform all server	D			X	X

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	modifications and installation.					
F-95	Vendor shall coordinate with the State project manager on the timing and execution of implementation of the production application programs.	M			X	X
F-96	All aspects of migration of data and code from test site to production site must be coordinated with the Commission.	M			X	X
F-97	System documentation shall be provided, including a technical overview and specifications, hardware configuration, software configuration, security administration documentation, data model diagram, user and training documentation and manuals/handbooks, test plans, and change control process.	M			X	X
	<b>Performance and Response Time:</b>					
F-98	Response times for all application modules used in the Local Area Network (LAN) by Commission staff shall be an average of three (3) seconds or less.	D			X	X
F-99	Response times for Internet users who submit data to the Commission shall be an average of five (5) seconds or less when the speed of the user's internet connection is not a factor.	D				X
	<b>Data Backup and Recovery:</b>					
F-100	The vendor shall propose a backup and restore strategy for their entire application including data and documents. This must be done in conjunction with the PUC and the DoIT technical staff.	M		The PUC is looking for an archive strategy that precludes having to backup the entire database as this will be mostly redundant.	X	X

**C-2 DELIVERABLES**

The Deliverable Response Tables must be completed and submitted in Section III of the Vendor Proposal Response.

**C-2.1 Document Management System Response Checklist**

The Document Management System Deliverables Table C-2.1 below sets forth the Deliverables required to implement a SharePoint Server Document Management System. The General, Technical, and Security Requirements of Table C-1: System Requirements – Response Checklist above apply to the Deliverables of this table. Also applying to this table are all Functional and Business Requirements for the

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Document Management System (F-1 through F-44) as well as all Functional and Business Requirements common to all modules (F-82 through F-100).

**Table C-2.1 – Document Management System Deliverables, Phase 1**

<b>Activity, Deliverable or Milestone</b>	<b>Deliverable Type</b>	<b>Explain how your Solution meets the requirement. Cite the page of your Proposal.</b>	<b>Percent of Payment</b>	<b>Comments</b>
Business Requirements Document Signoff	Written		10	
Approved Functional Design	Written		5	
Approved Project Plan With Time Line	Written		5	
Approved System Design and Configuration Specification	Software/Hardware /Written		5	
UAT	Software		10	
Training/Knowledge Transfer	Written		5	
Acceptance System Test	Software		10	
Production Migration	Software		20	
30 Days Production	Software		10	
60 Days Production	Software		10	
180 Days Warranty Period	Software		10	

**C-2.2 Case Management System Response Checklist**

The Case Management System Deliverables Table C-2.2 below sets forth the Deliverables required to implement a SharePoint Server Case Management System. The General, Technical, and Security Requirements of Table C-1: System Requirements – Response Checklist above apply to the Deliverables of this table. Also applying to this table are all Functional and Business Requirements for the Case Management System (F-45 through F-81) as well as all Functional and Business Requirements common to all modules (F-82 through F-100).

**Table C-2.2 – Case Management System Deliverables, Phase 1**

<b>Activity, Deliverable or Milestone</b>	<b>Deliverable Type</b>	<b>Explain how your Solution meets the requirement. Cite the page of your Proposal.</b>	<b>Percent of Payment</b>	<b>Comments</b>
Business Requirements Document Signoff	Written		10	
Approved Functional Design	Written		5	

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Approved Project Plan With Time Line	Written		5	
Approved System Design and Configuration Specification	Software/Hardware /Written		5	
UAT	Software		10	
Training/Knowledge Transfer	Written		5	
Acceptance System Test	Software		10	
Production Migration	Software		20	
30 Days Production	Software		10	
60 Days Production	Software		10	
180 Days Warranty Period	Software		10	

**C-3 CURRENT INTERFACES**

The System must integrate with the PUC's PUCDataSystem and scanners.

**Table C-3: System Interfaces**

<b>AGENCY NAME</b>	<b>SYSTEM/SUBSYSTEM NAME</b>	<b>FUNCTION</b>	<b>FREQUENCY (DAILY, WEEKLY, MONTHLY, ANNUALLY, ETC.)</b>
PUC	PUCDataSystem	Retrieve data from the PUC database	TBD
PUC	Xerox and Fujitsu Scanners	Upload scanned documents into the repository	On Demand

**C-4 PROCESS FLOWS**

**C-4.1 Current/Existing Document Management Workflow**

Document management at the Commission is currently a highly labor intensive process. By Commission rules, all docket submissions require seven hardcopies and an electronic copy. The electronic copy is provided by email, diskette, CD, or DVD. The docket book is a chronological listing of all filings made with the Commission.

Docket books are maintained in Word file format, with the document description hyperlinked to another shared network drive where the document resides (printed documents must be scanned and converted to PDF format). Docket books with the link to the documents are updated

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manually almost daily to the Commission's website. Due to a lack of automation, this same information is also entered into the in-house case management application. The Docket of Cases which is on the Commission's website is printed from the Commission's in-house case management application.

The Commission also maintains a daily mail log. Each filing is entered into a daily mail log Excel file, which is posted to the Commission's website on a daily basis and is kept there for a rolling two month period and is searchable by the public. The mail log currently allows the public to search by specific docket or for all filings, for one week, 30 day, or 60 day timeframes.

Commission orders and ratified secretarial letters are manually posted to the Commission's website.

**C-4.2 Current/Existing Case Management Workflow**

The Commission has an existing Case Management/Service List application which provides basic case management functionality, including the maintenance and publishing of case service lists. Although information regarding procedural schedule dates is noted in the case management application, the Commission maintains Public and Internal calendars in Outlook. The case management application and Outlook are not integrated. Errors occur when both calendars are not properly updated. Outside the case management application, the Commission has manual methods and staff responsible for tracking outstanding documents, record requests and annual reports. It is anticipated this functionality will become an integral part of the new System.

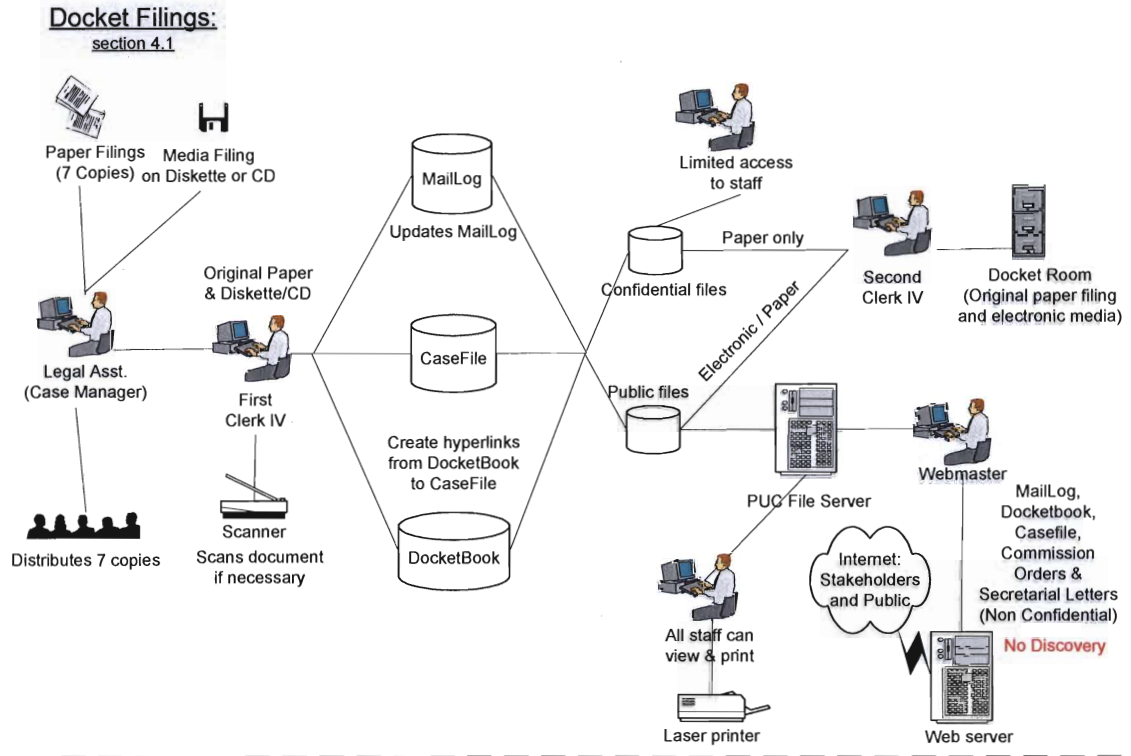
**C-4.3 Current/Existing Electronic Filing Workflow**

The Commission has an Electronic Report Filing application which allows regulated utilities and their representatives to submit required reports that are not part of the docket via the Commission web site. Documents submitted in this manner are periodically moved from the Commission's Web server to a common directory on the system via a batch process. An automatic email is sent as part of the batch processing to designated support staff.

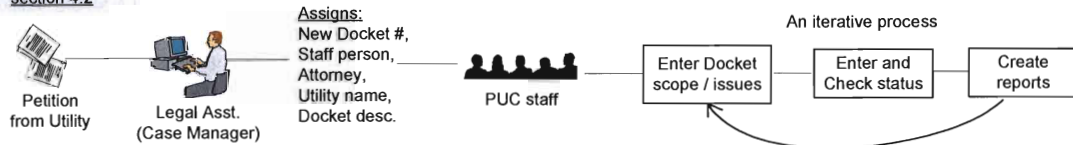
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## Current Process Flows

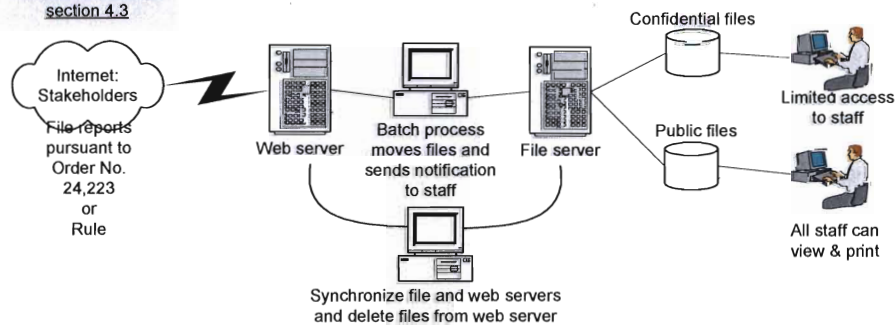
16 Mar 2009



**Case Mgmt:**  
section 4.2



**Electronic Report Filing:**  
section 4.3



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

Vendors must limit narrative responses describing the Software, Technical, Services, and Quality Assurance topics defined for this RFP Project. The following table identifies specific topics for narratives. A page limit is identified for each topic.

Topic	Page Limit
<b>D-1 Proposed Software Solution</b>	
Topic 1 - Product Literature	1
Topic 2 - Software Architecture	3
Topic 3 – Work Plan	No Limit
Topic 4 - Software Releases	2
Topic 5 - Ad Hoc / Federal Reporting	2
Topic 6 - System Security	5
<b>D-2 Technical, Services, and Quality Assurance</b>	
Topic 7 - Interface Standards	2
Topic 8 - Backup and Recovery	3
Topic 9 - Archiving	2
Topic 10 - Environment Setup	5
Topic 11 - Technical Knowledge Transfer	5
Topic 12 - Implementation Approach	5
Topic 13 - Acceptance Testing	10
Topic 14 - Migration Strategy	1
Topic 15 - Interfaces	2
Topic 16 - Train the Trainer Approach	1
Topic 17 - Quality Assurance Approach	4

**D-1 PROPOSED SOFTWARE SOLUTION**

This section provides a series of topics related to the proposed Software Solution that the State of New Hampshire will consider in their determination of the company best suited to customize a Microsoft Office SharePoint Server Document and Case Management System for the State of New Hampshire Public Utilities Commission.

**Topic 1 – Product Literature**

Response Page Limit: 1

Provide an appendix with product literature describing the functionality of the proposed Solution. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.

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**Topic 2 – Software Architecture**

Response Page Limit: 3

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

The State will operate its System database tier on a Microsoft Windows platform and SQL Server relational database.

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

- Is the proposed Solution based upon an n-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.
- Is the Operating System and the SQL Server database a supported configuration of the proposed Solution?
- Are there any components of the Solution that must reside on another platform?
- What application servers are used to support the proposed Solution?
- 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?
- What components of the software, such as middleware, are proprietary?
- What is the growth potential of the proposed System?
- What is the timeframe for technical obsolescence of the proposed System? (For the purpose of this question, the version of the proposed System would be considered obsolete when support is no longer available.)
- What type of staffing is typically required to support the proposed product for a client of the size and complexity of the State of New Hampshire Public Utilities Commission? (Discuss both number of staff and skills required.)

**Topic 3 - 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, critical events, task dependencies, and a payment schedule. This narrative should reflect current Project management “best practices” and be consistent with narratives on other topics.**

- 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 during Contract negotiation 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, Dependencies, schedule, milestones, Deliverables, and payment Schedule. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be

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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 how this Work Plan will be used and State access to plan details, including resource allocation. Also, discuss frequency for updating the plan, at a minimum every two weeks, and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

#### **Topic 4 – Software Releases**

Response Page Limit: 2

**The State will evaluate the degree to which the Vendor is knowledgeable about SharePoint Server, its history, how likely it is to evolve, and the burden, if any, of the Solution's ability in keeping pace with the expected evolution.**

Discuss the following aspects of anticipated future releases of SharePoint Server and how the proposed Solution is able to evolve alongside it. Coverage should include, but not be limited to, the following:

- What is the historical (past three (3) years) and expected frequency of each new release?
- What is the current version of the current release?
- What specific Enhancements are planned for release within the next 24 months?
- What resources, planning, and technical skills are required to install a release of each type?
- 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?
- Do patches carry forward from one release to the next, or must they be reinstalled?
- How long is a release supported?

#### **Topic 5 – Ad Hoc/Federal Reporting**

Response Page Limit: 2

**The State will evaluate reporting capabilities for robustness, ease of use, and impact on transaction processing.**

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In this Software Solution, the State seeks robust capability to produce ad hoc reports from the production System. Provide an overview of the ad hoc reporting capability to be provided in the proposed Solution. If a third-party tool is employed, identify and describe the tool. Discuss capability, sophistication, and ease of use, including training required.

Discuss how support is provided for ad hoc reporting without disruption to processing of transactions. Describe how the following needs are addressed:

- Ad hoc reporting;
- Online analytical processing (OLAP);
- Creation of Data extracts, and
- Historical reporting.

**Topic 6 - System Security**

Response Page limit: 5

**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. Describe the System Security design and architectural features incorporated into the proposed Software for both the Phase 1 and Phase 2 implementations. 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 unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
- The Software patch Schedule employed to protect the Software from new security vulnerabilities as they arise.
- The ability of the 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.

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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?
- What out-of-the-box System assurance reports are provided for online and offline processing?

**D-2 Technical, Services, and Quality Assurance**

This section provides a series of technical topics that the State of New Hampshire will consider in selecting the Vendor to provide the SharePoint Server Document and Case Management System for the New Hampshire Public Utilities Commission. A maximum length of response for each topic is defined.

**Topic 7 – Interface Standards**

Response Page Limit: 2

**The State will evaluate the ease of interfacing custom Software from State agencies and business partners with the proposed Vendor solution product.**

The State anticipates that some State agencies and business partners will need to interface custom Software to the State's new System. 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.)?
- What Data is available to other Systems? What Data may be imported/updated from other Systems?
- What tools are provided with the System for the development of interfaces?
- What programming languages and/or query languages are required for 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.
- What standard interface formats are used with the proposed Software? What degree of flexibility is available?

**Topic 8 – Backup and Recovery**

Response Page Limit: 3

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**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 and efficient 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:

- Document storage requirement and standard;
- Use of and method for logging and journalizing;
- Single points of failure and recommended approaches for their elimination;
- Approach to redundancy; 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 – Archiving**

Response Page Limit: 2

**The State will evaluate the degree to which the proposed archiving and retrieval scheme balances response time, or offline and online processing with the value of accessing historical Data.**

- The Vendor will be expected to provide and implement an archiving and retrieval scheme that balances response time of offline and online processing with the value of accessing historical Data. Describe the scheme (online and offline) that will be implemented and discuss why the balance is optimal. Also, describe the proposed approach for the permanent retention of Data selected by the State in an offline format. Provide a methodology and appropriate tools for the retrieval of the offline formatted Data. Provide a sample description of the hardware required to support your strategy.

**Topic 10 – Environment Setup**

Response Page Limit: 5

**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, archiving, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the COTS Software System, including all necessary training.
- Provide a hardware architecture plan. Include a list of all hardware with recommended minimum requirements for each environment.
- Provide a list of all Software required to implement the proposed solution.

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- Discuss the approach to be used for the testing and tuning of the Software and hardware environment for this System.
- The State believes that additional Software License fees solely related to establishing environments for normal activities would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

**Topic 11 – Technical Knowledge Transfer**

Response Page Limit: 5

**The State will evaluate whether the technical knowledge transfer described in the Proposal will prepare State staff to accept full responsibility for maintaining the Vendor proposed System at the conclusion of Implementation.**

- The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address training curriculum, training priorities and prerequisites, specific commercial and custom courses, and one-on-one learning opportunities for State staff.
- Identify whether recommended training will be provided on site. Use specific examples from past System Implementations to explain how its approach to technical training and knowledge transfer would allow the State to operate independently when the Implementation ends.

**Topic 12 – Implementation Approach**

Response Page Limit: 5

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

- The State would like to implement all modules of the selected software as quickly as feasible at the lowest possible price. The State recognizes, however, that it might have difficulty coping with a “big bang” implementation strategy. Consequently, the State seeks suggestions on an Implementation approach.
- Provide one or more feasible implementation plans. For each plan provided:
  - Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
  - Discuss cost implications of the plan, including implications on maintenance fees; and
  - Address the level of risk associated with the plan.

To assist the State in evaluation of the Implementation Plan or plans discussed, include:

- A listing of modules that constitute the proposed software;
- Identification of modules that should be considered core;
- Identification of modules that are neither required nor proposed to satisfy State requirements; and
- A general description of functionality contained in each module.

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Conclude by recommending a single Implementation Plan, which is used as a basis for the cost proposal.

**Topic 13 – Acceptance Testing**

Response Page Limit: 10 – 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. 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 Section 6.12: *Testing and Acceptance*. To define the type of support that will be provided, address the following questions:
  - 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 for conduct of Acceptance tests?
  - 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?
  - How will on site support for the State testing team be provided?
  - 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?
  - 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?
  - What role will the State play in classification of suspected defects?
  - How quickly will Software defects be corrected?
  - How will the State participate in defining priorities for defect correction?
  - Will System performance be measured and documented using the State's infrastructure and data? If yes, how?

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Provide a sample User Acceptance Test Plan from a completed project as an appendix.

**Topic 14 – Migration Strategy**

Response Page Limit: 1

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

- Provide recommendations for assessing data quality and conducting data cleansing prior to conversion, and discuss use of automated tools in conversion.
- Also, address procedures for populating the initial production database and data transfer procedures. Distinguish between State and Vendor roles. Discuss approach for dealing with incomplete records. References to approaches employed successfully in other projects should be provided where appropriate.

**Topic 15 – Interfaces**

Response Page Limit: 2

**The State will evaluate the quality, ease of programming, and the nature of the proposed assistance in developing required interfaces.**

- Current interfaces to one (1) System are listed in Section C-3 of Appendix C: *Current Interfaces*. Some of these interfaces may no longer be needed when the SharePoint Server Document and Case Management System is implemented, but others may be required.
- Constructing interfaces will require cooperative efforts involving State and Vendor staff. Discuss the proposed approach for developing interfaces. Be sure to distinguish between State and Vendor responsibilities.

**Topic 16 – Train the Trainer Approach**

Response Page Limit: 1

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

- The State understands the importance of training to succeed in a Software Implementation. The State seeks detailed discussion of training alternatives in addition to a recommended training approach.
- Questions to address include, but are not limited to, the following:
  - What type of training (instructor led vs. computer based) will be used 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?

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- Are training manuals online and maintained as part of a maintenance agreement?

**Topic 17 – Quality Assurance Approach**

Response Page Limit: 4

**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 quality assurance 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.

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

Vendor qualifications are important factors in selecting Microsoft Office SharePoint Server Document and Case Management 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 that 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**

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.

**E-1.1.2 Prior Project Descriptions**

Provide descriptions of no more than two (2) similar projects completed in the last three (3) years. Each project description should include:

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.

**E-1.1.3 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

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5. Two references from companies or organizations where they performed similar services, if requested by the State.

**E-2 Team Organization and Designation of Key Vendor Staff**

Provide an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

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.

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

**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. Representative resumes shall not be accepted.

The State requires that the Project Manager be assigned full time for the duration of the project. For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- The candidate's educational background;
- 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. Representative resumes shall not be accepted. 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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**APPENDIX F: PRICING WORKSHEETS**

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

**F-1 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List**

The Vendor must include, within the Firm 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. The following format must be used to provide this information. Vendors must provide pricing for all options in Tables F-1A through F-1C.

**Table F-1A: Activities/Deliverables/Milestones Pricing Worksheet for Document Management System**

The Document Management System Deliverables Table F-1A below sets forth the Deliverables required to implement a SharePoint Server Document Management System. The General, Technical, and Security Requirements of Table C-1: System Requirements – Response Checklist of Appendix C apply to the Deliverables of this table. Also applying to this table are all Functional and Business Requirements for the Document Management System (Table C1, F-1 through F-44) as well as all Functional and Business Requirements common to all modules (Table C1, F-82 through F-100).

Table F-1A should include the pricing and relevant dates for a project composed of only the Phase 1 Requirements for the Document Management System. Further options, including the Requirements for Phase 2, will be priced in Table F-1C below.

**Table F-1A – Document Management System Phase 1 Deliverables**

<b>Activity, Deliverable or Milestone</b>	<b>Proposed Date</b>	<b>Pricing/Payment</b>
Business Requirements Document Signoff		
Approved Functional Design		
Approved Project Plan With Time Line		
Approved System Design		
Acceptance System Test		
Training/Knowledge Transfer		
UAT		
Production Migration		
30 Days Production		
60 Days Production		
180 Days Warranty Period (10%)		
	<b>TOTAL</b>	

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**Table F-1B: Activities/Deliverables/Milestones Pricing Worksheet for the Case Management System.**

The Case Management System Deliverables Table F-1B below sets forth the Deliverables required to implement a SharePoint Server Case Management System. The General, Technical, and Security Requirements of Table C-1: System Requirements – Response Checklist of Appendix C apply to the Deliverables of this table. Also applying to this table are all Functional and Business Requirements for the Case Management System (Table C1, F-45 through F-81 as well as all Functional and Business Requirements common to all modules (Table C1, F-82 through F-100).

Table F-1B should include the pricing and relevant dates for a project composed of only the Phase 1 Requirements for the Case Management System. Further options, including the requirements for Phase 2, will be priced in Table F-1C below.

**Table F-1B – Case Management System Phase 1 Deliverables**

<b>Activity, Deliverable or Milestone</b>	<b>Proposed Date</b>	<b>Pricing/Payment</b>
Business Requirements Document Signoff		
Approved Functional Design		
Approved Project Plan With Time Line		
Approved System Design		
Acceptance System Test		
Training/Knowledge Transfer		
UAT		
Production Migration		
30 Days Production		
60 Days Production		
180 Days Warranty Period (10%)		
	<b>TOTAL</b>	

**Table F-1C: Summary Table for Optional Pricing Combinations.**

Table F-1C prices projects which are comprised of combinations of The Document Management System, The Case Management System, and Phase 1 and Phase 2. These options will be authorized by the State depending upon available Funding. In cases where Phase 2 pricing is requested, it should be understood that this pricing would only be used in cases where Phase 1 has already been accomplished and Phase 2 is authorized as a new and separate project.

**Table F-1C – Pricing Summary for Required and Optional Project Scenarios**

<b>Pricing Option</b>	<b>Proposed Duration</b>	<b>Total Cost</b>
Document Management System,		

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Phase 1 only (Table F-1A)		
Document Management System, Phase 2 only		
Document Management System, Phase 1 and Phase 2 Combined		
Case Management System, Phase 1 only (Table F-1B)		
Case Management System, Phase 2 only (Table F-1B)		
Case Management System, Phase 1 and Phase 2 Combined		
Document and Case Management, Phase 1 and Phase 2 Combined.		

**F-2 Proposed Position – Initial Contract Term Vendor Rates Worksheet**

Using the format provided in the following table, list titles of proposed positions on the Project Team to be filled by Vendor staff. Include hours and rates for all staff on the Vendor Project Team through December 31, 2011.

**Table F-2: Proposed Position – Initial Contract Term Vendor Rates Worksheet**

Position Title	Hours	Hourly Rate	Subtotal (Hours X Rate)
Position #1			
Position #2			
Position #3			
<b>TOTAL</b>			

**F-3 Proposed Vendor Staff and Resource Hours Worksheet**

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

**Table F-3: Proposed Vendor Staff and Resource Hours Worksheet**

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Title	Name	Initiation	Configuration	Implementation	Training /knowledge transfer	Project Close out	TOTAL
<b>Project Manager</b>							
<b>Position #1</b>							
<b>Position #2</b>							
<b>Position #3</b>							
<b>TOTALS</b>							

**F-4 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-4: Future Vendor Rates Worksheet**

Position Title	SFY 2010	SFY 2011	SFY 2012	SFY 2013
Project Manager				
Position #1				
Position #2				
Position #3				

**F-5 System Maintenance and Support Pricing Worksheet**

**Table F-5: System Maintenance and Support Pricing Worksheet**

Software	Initial Software License	Post Warranty Maintenance & Support Pricing (specify licensing pricing separate from support - if appropriate)												
		Year											Total:	
		1	2	3	4	5	6	7	8	9	10			
<b>Vendor Owned Software License Pricing</b>														
<b>Vendor Owned Software Maintenance</b>														

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<b>State Owned Custom Case and Document Management System Maintenance</b>												
											<b>GRAND TOTAL:</b>	

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**APPENDIX G: GENERAL STANDARDS AND REQUIREMENTS**

**G-1 IT Required Work Procedures**

1. All work done must conform to standards and procedures established by the Department of Information Technology and the State.
2. All products developed (requirements, Specifications, Documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by the Vendor to successfully complete the assumed assignment will be at the sole expense of the Vendor and provided by the Vendor.
4. Vendor must agree to promptly provide an “equal or better” replacement for any personnel who leave the project during the course of the Contract, at a rate less than or equal to the current rate.
5. Vendor must make the individuals available to be interviewed by the State prior to the Project assignment.
6. Vendor and its employees assigned to this Project must sign a “Computer Access and Use Agreement.”
7. The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.
8. Personnel assigned to the State must be available to work within ten (10) business days of the Contract signing.

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**G-2 Computer Access and Use Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO ONCE YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE'S COMPUTER FACILITIES.

TO THE EXTENT THAT THE CONTRACTOR HAS ACCESS TO A STATE COMPUTER SYSTEM, THE CONTRACTOR MUST COMPLY WITH THE STATE'S COMPUTER ACCESS AND USE AGREEMENT. ALL CONTRACTED EMPLOYEES WILL BE REQUIRED, IN WRITING, TO AGREE TO THE STATE'S COMPUTER ACCESS AND USE AGREEMENT BEFORE ACCESSING ANY STATE SYSTEM OR APPLICATION. THE STATE RESERVES THE RIGHT TO TERMINATE CONTRACTOR'S ACCESS TO THE STATE SYSTEM IF A VIOLATION OCCURS.

**G-2.1 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, Systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), User understands and agrees to the following rules:

- That numerous security and privacy regulations, both State and federal apply to client and business information contained in all State of New Hampshire's information Systems. Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- That any person or any use not specifically known by the User as being authorized to access or use Information shall be promptly reported to the appropriate supervisor.
- 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.
- That at no time shall User access or attempt to access any information without having the express authority to do so.
- That at no time shall User access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to System entry/access.
- 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 User 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.

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- That only equipment or software owned, licensed, or being evaluated by the State, can be used by User. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.
- That at no time shall User share or use another person's confidential computer password(s) or premises access card.
- That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
- That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
- That if User 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.
- That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.
- That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

**G-2.2 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". The Authorized User understands and agrees that email shall not contain or be used for:

1. Any unlawful purpose.
2. Material that may be viewed as insulting. Demeaning, harassing or threatening (including sexual harassment).
3. Distribution of pornographic or obscene material.
4. Profane or abusive language.
5. Distribution of non-business materials including but not limited to jokes, chain letters, cartoons, sound files, amusement or entertainment purposes or executables not specifically business related.
6. Creating or transmitting statements, messages, languages, images, that might constitute hostile or offensive material likely to be disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or political beliefs.
7. Personal business or commercial business.
8. Invasion of the privacy of others.

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9. Any use that compromises the integrity of the Systems, network, other network users, or any interruption or disruption of services or equipment.
10. Any use that reflects poorly on a State entity or the State of New Hampshire.
11. Any lobbying contact or effort in support of such contacts, or causing others to make contact with members of the legislature or legislative committees including but not limited to: preparation and planning activities, research, and other background work that is intended at the time performed, to influence the approval, modification, or rejection of any legislation by the legislature of the State of New Hampshire or any committee thereof without the explicit consent of the Chief Information Officer (CIO) or its designee.
12. Misrepresentation of the Authorized User's identity, including using another's Authorized User ID and password.

Technical support personnel shall not review the content of an Authorized User's communications out of personal curiosity or at the behest of another without the required authorization. Authorized Users shall not intercept, disclose or assist in intercepting or disclosing any electronic communications, except as authorized by this policy.

Authorized Users shall move important information from email message files to shared folders and drives to ensure proper backup. Messages no longer needed shall be purged periodically from personal storage areas. Technical support personnel shall monitor storage usage and advise when limits are approaching storage limits or have been reached and purging is required.

**G-2.3 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.

1. Authorized Users are given State provided access to Internet and Intranet resources to assist them in the performance of their jobs.
2. Internet/Intranet Authorized Users are responsible for all material accessed under their user ID.
3. Software for browsing is provided to Authorized Users for State related business use only.
4. The Authorized User understands and agrees that the Internet/Intranet shall not be used for:
  - a. Chat rooms, interactive games, and personal message boards
  - b. Downloading graphics, sound files, video clips or other files for personal use
  - c. Access to or the distribution of pornographic or obscene materials
  - d. Anything that interrupts or disrupts other network Authorized Users, services or equipment
  - e. Violations of the privacy of other Authorized Users or their Data
  - f. Intentional copying of any software, program(s), or Data without a prior, good faith determined that such copying is permissible. (Efforts to obtain permission shall be documented)
  - g. Intentional misrepresentation of yourself electronically as another, unless specifically authorized to do so by that Authorized User

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- h.** Intentionally developing programs designed to harass users or to infiltrate a computer or computing System and/or damage or alter the software components of same
- i.** Fund raising or public relations activities not specifically related to State business
- j.** Any purpose not directly related to the mission or intent of the Agency

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**G-3 New Hampshire Certificate of Authority or 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, 2008, 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.

**Note:** Sovereign states or their agencies may be required to submit suitable substitute documentation concerning their existence and authority to enter into a Contract

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**G-4 State of New Hampshire Terms and Conditions**

All RFP terms and conditions including but not limited to the following Terms and Conditions, shall constitute the basis for any and all Contracts resulting from the RFP.

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**G-4.1 Effective Date: Completion of Services**

**G-4.1.1** The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approves this Contract (the "Effective Date").

**G-4.1.2** 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, 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.

**G-4.2 Conditional Nature of Contract**

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Vendor 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: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

**G-4.3 Contract Price: Limitation on Price: Payment**

**G-4.3.1** The Contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B: *Price and Payment Schedule*, of the Contract.

**G-4.3.2** The payment by the State of the Contract price shall be the only, and the complete reimbursement to the

Vendor for all expenses, of whatever nature, incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services provided under the Contract. The State shall have no liability to the Vendor other than the Contract price.

**G-4.3.3** The State reserves the right to offset from any amounts otherwise payable to the Vendor under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through RSA 80:7-c, or any other provision of law.

**G-4.3.4** Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, exceed the total price limitation of the Contract set forth in block 1.8: *Price Limitation* of the *Contract Agreement*.

**G-4.4 Compliance by Vendor with Laws and Regulations: Equal Employment Opportunity**

**G-4.4.1** In connection with the performance of the Contract, the Vendor shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. The Vendor shall also comply with all applicable local, State, and federal licensing requirements and standards necessary in the performance of the Contract. In addition, the Vendor shall comply with all applicable copyright laws.

**G-4.4.2** During the term of the Contract, the Vendor shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

**G-4.4.3** If the Contract is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal

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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 Vendor further agrees to permit the State, or United States, access to any of the Vendor’s books, records, and accounts for ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of the Contract.

**G-4.5 Regulatory/Governmental Approvals**

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

**G-4.6 Personnel**

**G-4.6.1** The performance of the Vendor’s obligations under the Contract shall be carried out by the Vendor. The Vendor shall at its own expense provide all personnel, materials and resources necessary to perform the Services under the Contract. The Vendor warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**G-4.6.2** Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (Block 1.7 of the Contract Agreement), the Vendor 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 employee or official, who is materially involved in the procurement, administration or performance of the Contract. This provision shall survive termination of the Contract.

**G-4.6.3** The State’s Contracting Officer, or his or her successor, shall be the State’s representative. In the event of any dispute governing the interpretation of the Contract, the State’s Contracting Officer’s decision shall be final for the State.

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), 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.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of specified allotted time in which to attempt to resolve the dispute:

The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other party.

**G-4.7 Termination**

This section G-4.7 shall survive termination or Contract conclusion.

**G-4.7.1 Termination for Default**

**G-4.7.1.1** 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. Failure to perform any other covenant, term or condition of the Contract

**G-4.7.1.2** Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

**G-4.7.1.2.1** 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 sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

**G-4.7.1.2.2** 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.

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**G-4.7.1.2.3** 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;

**G-4.7.1.2.4** Treat the Contract as breeched and pursue any of its remedies at law or in equity, or both.

**G-4.7.1.2.5** 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.

**G-4.7.1.3** The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

**G-4.7.1.4** No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.

**G-4.7.1.5** 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.

**G-4.7.1.6** 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 (2X) the total Contract price. Notwithstanding the foregoing, this limitation of liability shall not apply to the Vendor's obligations under Appendix G-4 Section 13: *Indemnification*.

**G-4.7.1.7** 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.

**G-4.7.2 Termination for Convenience**

**G-4.7.2.1** The State may, at its sole discretion, terminate the Contract, 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*.

**G-4.7.2.2** 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.

**G-4.7.3 Termination for Conflict of Interest**

**G-4.7.3.1** 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.

**G-4.7.3.2** 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.

**G-4.7.4 Termination Procedure**

**G-4.7.4.1** 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.

**G-4.7.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:

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- 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.

**G-4.8 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, block outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**G-4.9 Confidential Information**

**G-4.9.1** In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. The Vendor shall not use 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.

**G-4.9.2** The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all 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.

**G-4.9.3** 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 information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.

**G-4.9.4** In the event of unauthorized use or disclosure of the State's information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

**G-4.9.5** 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 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. 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.

**G-4.9.6** This Section G-4.9 shall survive termination or Contract Conclusion.

**G-4.10 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

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determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assigns.

**G-4.11 Vendor's Relation to the State**

In the performance of the Contract, the Vendor is in all respects an independent Contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

**G-4.12 Assignment, Delegation and Subcontracts**

**G-4.12.1** 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.

**G-4.12.2** The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. 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.

**G-4.13 Indemnification**

The Vendor 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 <VENDOR>, its personnel or agents during the course of performance of the Services hereunder.

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 Section G-4.13: *Indemnification* shall survive termination or conclusion of the Contract.

**G-4.14 Insurance**

**G-4.14.1** The Vendor 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:

**G-4.14.1.1** Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

**G-4.14.1.2** The policies shall be the standard policy forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Department of Insurance, and issued by insurers licensed in the State of New Hampshire or underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each certificate of insurance shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

**G-4.14.1.3** The Vendor shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. The Vendor shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

Department of Information Technology funded projects the Certificate Holder and address should be identified as:

State of New Hampshire  
Department of Information Technology  
Richard C. Bailey, Jr.  
49 Donovan Street, Concord, NH 03301.

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Other Agency funded projects should address the Insurance Certificate Holder as:  
State of New Hampshire  
<Department>  
<Commissioner, or Deputy Commissioner>  
<Address>

TO VENDOR:  
[Name]  
[Address]  
  
[City, State] [Zip]  
[Telephone Number]

TO STATE:  
State of New Hampshire  
Public Utilities Commission  
21 S Fruit St, Ste 10  
Concord NH 03301  
1-603-271-2431

**G-4.15 Workers' Compensation**

**G-4.15.1** By signing the Contract the Vendor Contractor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

**G-4.15.2** To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, the Vendor 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. The Vendor shall furnish the Insurance Certificate Holder, 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 to the Contract and shall be incorporated therein by reference.

**G-4.15.3** The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Vendor, or any subcontractor or employee of the Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

**G-4.16 Waiver of Event of Default**

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 Vendor.

**G-4.17 Notice**

Any notice by a party 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 following addresses.

**G-4.18 Amendment**

The Contract 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.

**G-4.19 Construction of Contract and Terms**

The Contract 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 the Contract 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.

**G-4.20 Third Parties**

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

**G-4.21 Headings**

The headings throughout the Contract 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 the Contract.

**G-4.22 Exhibits**

The Exhibits referred to in and attached to the Contract are made a part of it as if fully included in the text.

**G-4.23 Special Provisions**

Additional provisions shall be set forth in the Contract EXHIBIT C shall be incorporated therein by reference.

**G-4.24 Severability**

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

**G-4.25 Venue and Justification**

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

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**G-4.26 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive.

**G-4.27 Entire Agreement**

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings pertaining to the Project.

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**G-5 Certificate of Vote**

(Authority to enter into a Contract with the State)

This authorization notification must be consistent with the Vendor's corporate structure and must accompany a signed contract.

An officer of the company, name and title, must certify that the person signing a Contract has been given the authority to do so. That authority must be in effect the day the Contract is signed. The certifying official must not be certifying him or herself, unless it is a sole proprietorship.

The document must certify that:

- A. The signature of <the name and position of the signor of the contract> of the Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- B. The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date of the Contract.

**SAMPLE:**

***CERTIFICATE***  
(Corporation Without Seal)

I, \_\_\_\_\_, do hereby represent and certify that:  
(Name of Certifier)

(1) I am \_\_\_\_\_ of \_\_\_\_\_,  
(Position of the Certifier) (Corporation/Company Name)

a(n) \_\_\_\_\_ Corporation (the Corporation).  
(Describe Corporate Type)

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on \_\_\_\_\_,  
(Date of Meeting)  
which meeting was duly held in accordance with \_\_\_\_\_ law and the by-laws of the  
(State)  
Corporation.

(5) The signature of \_\_\_\_\_ of this Corporation  
(name and position of the signor of the contract)  
affixed to any contract instrument or document shall bind the corporation to the terms and conditions  
of the contract instrument or document.

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(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as \_\_\_\_\_ of the Corporation.  
(position of the Certifier)

Dated: \_\_\_\_\_  
(Current Date)

\_\_\_\_\_  
(Certifier Signature and Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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**G-6 Escrow**

Should the solution include vendor owned or third party COTS software which the State does not already own, the vendor is required to provide for the escrow of this software, at no additional cost, in an agreement which is acceptable to the State.

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**APPENDIX H: TERMS AND DEFINITIONS**

The following terms and definitions apply to this RFP and any resulting Contract.

<b>API</b>	<b>Application Programming Interface</b>
<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 Contractor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Agency</b>	The State of New Hampshire Public Utilities Commission
<b>Bar Code</b>	A group of lines of varying width which are designed to be read optically by a data-capturing device.
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Contractor's final offer following the conclusion of discussions. <a href="http://www.sba.gov/gcbd/glossary.htm">www.sba.gov/gcbd/glossary.htm</a>
<b>CMS</b>	<b>Case Management System</b>
<b>CCP</b>	<b>Change Control Procedures</b>
<b>CR</b>	<b>Change Request</b>
<b>COTS</b>	<b>Commercial Off-The-Shelf Software applications</b>
<b>Certification</b>	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Commission</b>	New Hampshire Public Utilities Commission
<b>Commission Meeting</b>	Meetings for the purpose of conducting public business before the Commission. The time of each matter and the matters to be discussed are posted at the Commission's office and on the PUC's web page ( <a href="http://www.puc.nh.gov">www.puc.nh.gov</a> ).
<b>Commission Staff</b>	All personnel employed by the Commission whether on a permanent, part time or contractual basis.
<b>Commissioner</b>	Member of the Commission
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure.
<b>Configuration Code</b>	Any code or files written by the Vendor necessary to provide the functionality required by the PUC for the Document and Case Management System.
<b>Contract</b>	Contract means a binding legal agreement between the State of New Hampshire and the Contractor. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
<b>Contract Managers</b>	The persons identified by the State and the Contractor who shall be

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	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 State in all Contract administration activities.
<b>Contractor</b>	The Contracted Company that will perform the duties and Specifications of the Contract. (Contractor's address info)
<b>Custom Source Code</b>	Software developed by the Contractor, including but not limited to, any modifications to SharePoint and Interfaces, in source code and object code format, and the associated Documentation.
<b>DMS</b>	<b>Document Management System</b>
<b>Data</b>	State's records, files, forms, Data and other documents or information that will be converted by the Contractor for processing.
<b>Deficiencies</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> – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverables</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 of Information Technology (DoIT)</b>	The Department of Information Technology established under by the Legislature effective September 5, 2008.
<b>Discovery</b>	Interrogatories submitted by Staff or a Party that poses a question or seeks either a narrative response and/or documents in response. Recipients of discovery can include Staff, utilities within the Commission's jurisdictions and other parties to Commission proceedings.
<b>Docket</b>	A quasi-judicial proceeding before the Commission.
<b>Docket Book</b>	An index of all filings and proceedings in each case before the Commission listed in date order.

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<b>Docket Filings</b>	Documents comprising the “Official Record of all filings and proceedings in a case before the Commission.
<b>Docket Number</b>	Official number assigned to a case.
<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 date on which an agreement, such as a Contract, takes effect.
<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>Exhibit</b>	A paper or document produced during a hearing or included as a part of the appendix to Pleadings or briefs. All exhibits are offered in evidence during a hearing.
<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 Contractor’s cost experience in performing the Contract.
<b>Full Text Search</b>	A search technique where virtually every word in every page of a document is indexed and keywords can be specified as any word to make retrievals.
<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>Fuzzy Logic</b>	A search technique that can return valid responses based on incomplete, vague or misspelled inputs.
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Image</b>	Graphic representation of document.
<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.
<b>Interested Party</b>	Any person, corporation, municipality, political subdivision or public utility allowed by the Commission to take part in a proceeding without formal Intervention.
<b>Intervenor</b>	A third person or entity, not originally a part of a case but claiming an interest in the subject matter, allowed into the docket to further its interest in its claim.
<b>Intervention</b>	The procedure by which a third person or entity, not originally a part of a case but claiming an interest in the subject matter, is allowed into the docket to further its interest in its claim.
<b>Licensee</b>	The State of New Hampshire.

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<b>MOSS</b>	Microsoft Office SharePoint Server
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables, e.g., meetings, help support, services, other.
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
<b>Notice</b>	To inform in writing each Party in a case that a certain action will be taking place in a case on a day designated.
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to the Contractor to begin work on the Contract on a given date and time.
<b>Official Record</b>	A full and true record of all proceedings of the Commission, of all books, maps, documents Notices and papers ordered filed in the case and all orders made by the Commission.
<b>PUC</b>	<b>Public Utilities Commission</b>
<b>Party</b>	A person who is directly involved and/or interested in the legal proceedings of a case. Includes applicant, complainant, petitioner, respondent, Intervenor or public utility Company in proceedings before the Commission. The Office of Consumer Advocate is a Party.
<b>Phase 1</b>	Refers to all requirements necessary to implement an Intranet-based system internal to the PUC.
<b>Phase 2</b>	Refers to all requirements necessary to implement an Internet-based system open to Intervenors and to the general public.
<b>Pleadings</b>	Formal, written statements by the parties in a case of their respective positions on issues.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and consultants responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Plan on time, on budget and to the required Specifications and quality.
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Contractor to ensure a successful project.
<b>Project Managers</b>	The persons identified who shall function as the State’s and the contractor’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>Proposal</b>	The submission from a Contractor in response to the RFP. (An offer, submitted in response to a request from a contracting authority, that constitutes a solution to the problem, requirement or object in the request.)
<b>Records Manager</b>	Staff person responsible for reviewing filings.
<b>Review</b>	The process of reviewing Deliverables for Acceptance.
<b>Review Period</b>	The period set for Review contained in the Statement of Work for a

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	Deliverable. If none is specified then the Review period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal which solicits Proposals to satisfy State functional requirements by supplying Data processing product and/or Service resources according to specific terms and conditions.
<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>Service Level Agreement (SLA)</b>	A signed agreement between the Contractor and the State specifying the level of Service that is expected of, and provided by, the Contractor during the term of the Contract.
<b>Service List</b>	A compilation of all parties to a proceeding including the Party's name and address for providing Notices.
<b>Services</b>	The work or labor to be performed by the Contractor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Contractor under the Contract
<b>Software Deliverables</b>	COTS Software
<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 Contractor 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>Staff Recommendations</b>	Staff's official written recommendation or position filed in a docketed case rather than filing a pleading or prepared testimony.
<b>State</b>	STATE is defined as: State of New Hampshire Public Utilities Commission Department of Information Technology 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 Contractor. The SOW defines the results that the Contractor 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</a> .

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<b>State Data</b>	Any information contained within State Systems in electronic or paper format.
<b>State Fiscal Year</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'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 Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	<b>To Be Determined.</b>
<b>Tariffs</b>	Documents filed by regulated utilities with the Commission. The tariff, a public document, details services, equipment and pricing offered by the regulated utilities to all potential customers.
<b>Technical Authorization</b>	Direction to a Contractor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within Statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.
<b>Testimony</b>	A verbatim record, other than a transcript of the factual statements a witness has made or intends to make at a hearing.
<b>Text</b>	Actual structure of words.
<b>Transcript</b>	A verbatim record, other than a transcript of the factual statements a witness has made or intends to make at a hearing.
<b>Utility Company</b>	Utility company includes, every gas corporation, electric corporation, telecommunications corporation, water corporation, and sewer corporation; and any joint municipal utility regulated by the Commission.
<b>Vendor/Contractor</b>	Any individual, firm, or corporation invited to submit a Proposal to supply data processing Software and Services capable of satisfying State specified requirements.
<b>Warranty Period</b>	That period following the Acceptance Date during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined to the State, at no charge, subject to any extensions for defect correction.
<b>Warranty Services</b>	The Services to be provided during the Warranty Period.
<b>Warranty Releases</b>	Software code that is provided to the State as a remedy for defects documented during the Warranty Period.
<b>Work for Hire</b>	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.
<b>Work Hours</b>	Contractor personnel shall work normal business hours between

**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION  
SHAREPOINT SERVER DOCUMENT AND CASE MANAGEMENT SYSTEM  
PUC-RFP 2010-011**

	8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of <i>at least</i> thirty (30) minutes be taken after five (5) consecutive hours of work.
<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. 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>Workflow</b>	Automating orderly procedures for handling business processes.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Contractor either in paper or electronic format.