

# **State of New Hampshire Public Utilities Commission**



## **Case Management System REQUEST FOR PROPOSALS (RFP) RFP 2021-013**

**Release Date: May 6, 2021  
Proposal Due: 4:30 p.m. EST May 28, 2021**

**STATE OF NEW HAMPSHIRE**  
**Public Utilities Commission**  
**RFP 2021-013 – Case Management System**  
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**SECTION 1 – OVERVIEW AND SCHEDULE OF EVENTS**

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**SECTION 1: OVERVIEW AND SCHEDULE OF EVENTS**

**1.1. Executive Summary**

**1.1.1. Introduction**

This solicitation is a Request for Proposal (“RFP”) for Case Management System.

The New Hampshire Public Utilities Commission (“Commission”) is seeking proposals for a case management system and associated implementation and maintenance services to provide improved automation capabilities including access to information and reporting, supporting the Commission’s mission.

Solutions considered will be already written and functional in other locations that can be configured with minimal customization to meet the Commission’s needs.

**1.1.2. Background**

The Public Utilities Commission (Commission) is a quasi-judicial organization that regulates electric, gas, telephone, water, and sewer utilities in New Hampshire, and administers limited regulations pertaining to telecom providers, and gas and electric suppliers and aggregators. It carries out its responsibilities through administrative and adjudicative processes interpreting and applying statutes and administrative rules to utility operations.

The Commission’s mission is:

- To ensure that customers of regulated utilities receive safe, adequate and reliable service at just and reasonable rates.
- To foster competition where appropriate.
- To provide necessary customer protection.
- To provide a thorough but efficient regulatory process that is fair, open and innovative.
- To perform our responsibilities ethically and professionally in a challenging and supportive work environment.

Another independent agency – the Site Evaluation Committee (SEC) is administratively attached to the Commission and will also use the new system. The SEC is responsible for issuing certificates to energy facilities such as natural gas pipelines and certain electric generating and transmission facilities. The SEC has its own dockets which will need to be managed separately from the Commission’s dockets.

**1.1.3. Purpose**

The New Hampshire Public Utilities Commission (Commission) currently uses a patchwork of manual and automated processes to carry out its mission. This includes accepting filings and reports, creating dockets, assigning staff, distributing information and documents, establishing hearing schedules, monitoring statutory and internal deadlines, and controlling access and disclosure to documents and data that the state, public utilities, or the general public identify as exempt from right-to-know disclosure or as containing personal or other

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confidential information. The Commission also responds to Right-to-Know requests, issues, responds to and manages discovery requests and responses, and otherwise processes and stores the documents and activities of its adjudicative and administrative cases. The technology it is built on is past end-of-life support.

The purpose of replacing this obsolete system is to better control and coordinate tasks, events, communications, publications and the storage, retrieval and safeguarding of docket-related documents and records for the life of an active docket, and to archive activity and documents related to closed or inactive dockets.

The Commission is seeking a software solution that is already written and functional in other locations that can be configured with little customization to meet the Commission's needs. The Commission intends the new system to provide desired upgrades but not require significant changes to our existing processes driven solely by software limitations. For this reason, vendor responses should identify any areas of non-standard configuration or customization required to meet the Commission's requirements.

The Commission's goal is to find a vendor who can implement a turnkey software system that meets our requirements and provide ongoing hosting and user support. The system must be secure, auditable, and integrate with standard business applications such as Outlook email. Integration with SharePoint for document authoring is ideal but optional. It must be accessible directly from inside the state's firewall as well as provide direct access to registered external parties for filing and accessing docket-related filings. In addition, the system will facilitate the transfer of public documents to the Commission's public facing website.

The software will allow data and document input and management, event scheduling, calendar synchronization, notifications, workflows, storage and retrieval of final documents, searching, analysis and reporting related to docketed matters before the Commission.

About 200 new dockets are opened each year, most of them by the Commission, and a handful by the SEC. Since the SEC and the Commission have different jurisdictions, these dockets need to be kept distinct from one another. SEC dockets are always triggered by a petition. New Commission dockets can be triggered in two ways. Most often, the Commission receives an initial petition from an outside entity requesting the Commission to act for or against a public utility. Sometimes, the Commission decides on its own to open a docket.

Commission dockets may have multiple parties, and the general public involved.

Further, ideally, the Commission is seeking a system to support its administrative functions as well, such as registration and management of utilities, annual and ad hoc reporting, and calculation and invoicing of annual assessments levied on utilities.

#### **1.1.4. Users**

The Commission and the Site Evaluation Committee will use the system to make filings and distribute information. The Office of the Consumer Advocate and external entities, primarily

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regulated utilities in New Hampshire and their legal representatives, but also other government agencies, advocacy groups and individual citizens who are parties to a docket, will be authorized to use the system for filings and information access at any point in time. Figure 1 illustrates the multiple roles and relationships that an individual could have in the docket “ecosystem.” These multiple roles must be recognized and applied through business rules to determine individual permissions within the system.

Parties to Commission dockets will be required to use the system for their docket-related work. Persons with a general interest in a docket will be directed to the web page to retrieve documents and information.

The system is anticipated to support approximately 300 users with a variety of needs:

- 1 internal database administrator overseeing permissions, managing system tables, providing user training and generally overseeing the management and administration of the system.
- 2 internal users doing data entry and docket management.
- 50 internal users accessing information, retrieving and filing documents, and receiving reminders and notices.
- 100 outside entities (primarily utilities and law firms) with ongoing secured access to submit documents and access information in the system
- 50 outside entities (primarily aggregators and their respective regulatory representatives) with secured access to submit documents and access information in the system so long as their organization is registered with the Commission.
- 1 court reporter solely for the purpose of filing hearing transcripts in dockets.
- Approximately 50 ad hoc individuals or organizations intervening in a particular docket in any given year that will need short-term credentials.
- Members of the general public who wish to file comments in selected dockets.

Figure 1: Docket Relationship-Based Access



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All of these relationships must be considered in determining an individual's access rights to the system.

**1.1.5. Documents**

The types of documents that the Commission creates and/or receives include:

- Structured documents that supply metadata and other information stored in databases. For example, standard report forms, registration forms, letter templates.
- Unstructured or semi-structured documents that are filed in a specific docket or dockets, and are fully available to the public.
- Docket-related documents that are confidential, where redacted versions are available to the public, but unredacted versions are available only internally to the Commission and designated third parties that have a nondisclosure agreement on file.
- Docket-related discovery requests and responses that are available to staff and designated third parties but are not routinely made available to the public unless they become official exhibits in the docket.
- Formal documents that are not related to a docket but are official records. For example, utility operational reports, annual reports and other required filings.
- Registrations, certificates of authorization and related correspondence.
- These documents, particularly discovery responses, can be extremely large. The majority of documents are in PDF, but the Commission accepts spreadsheets, maps, images, audio and video files.
- The Commission is not seeking a document management system that tracks drafts and revisions. The system will be managing final filed documents only as the repository of the official records of the Commission's work.

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Figure 2: Categorization of Documents

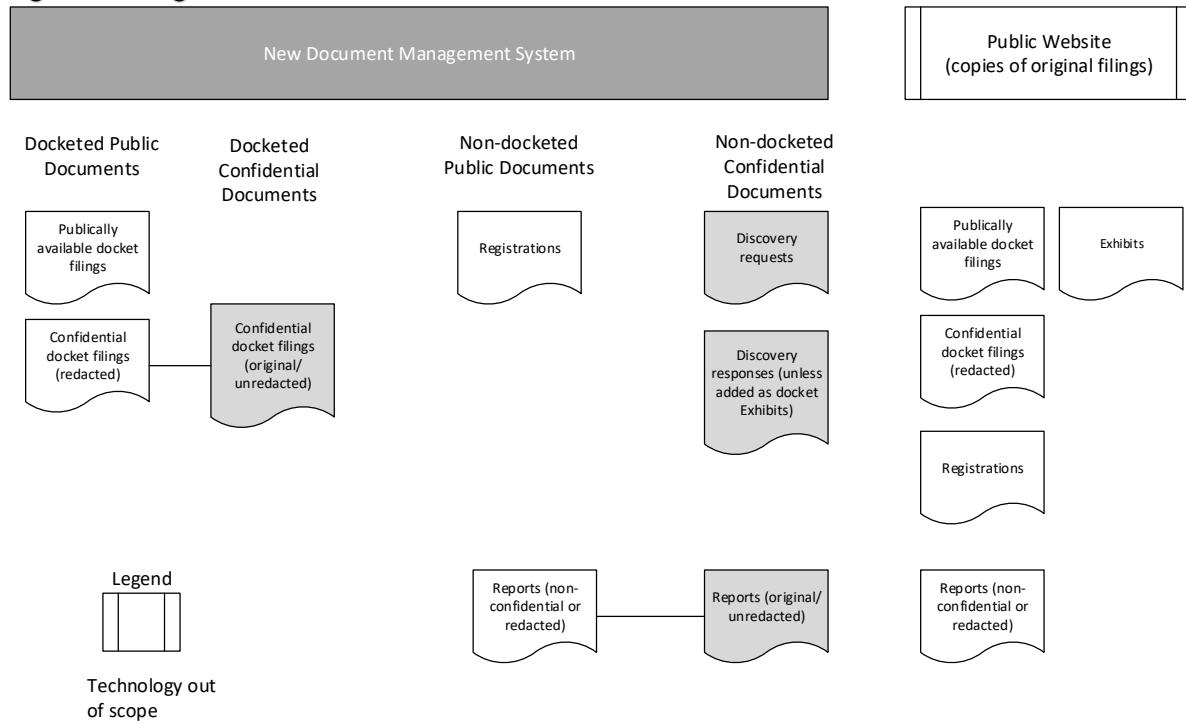


Figure 3: Mapping of Document Repositories to Document Status

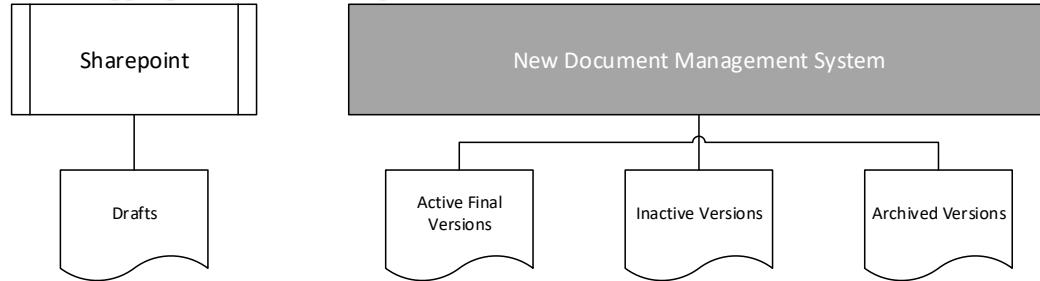
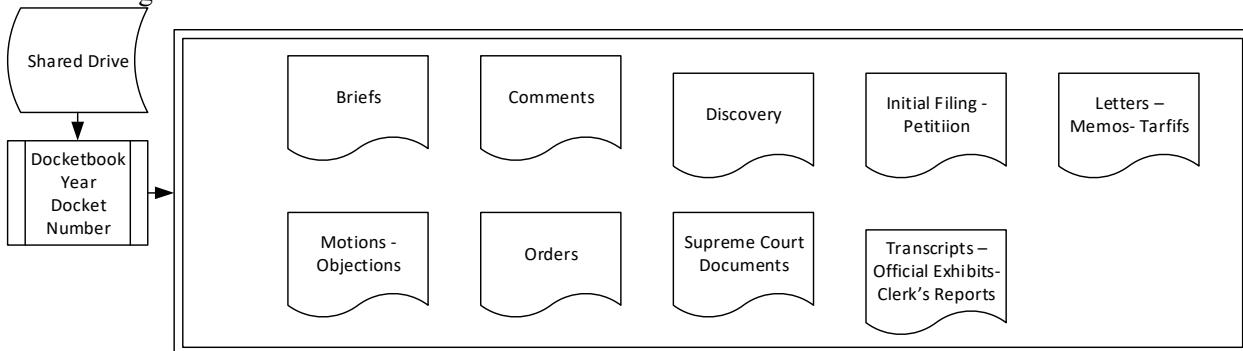


Figure 4: Current Document File Structure



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**1.2. Schedule of Events**

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Commission reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

<b>SCHEDULE OF EVENTS</b>	
<b>EVENT</b>	<b>DATE &amp; TIME (ET)</b>
RFP Released to Vendors / Inquiry Period Begins (on or about)/	May 6, 2021
Vendor Inquiry Period Ends (Final Inquiries due)	May 12, 2021 @ 4:30 p.m. ET
Final Commission Responses to Proposer Inquiries	May 14, 2021 @ 4:30 p.m. ET
Final Date and Time for Proposal Submission	May 28, 2021 @ 4:30 p.m. ET
Estimated Timeframe for Proposer Oral Presentations and Interviews (if applicable)	June 3, 2021
Estimated Date of Vendor Selection and Begin Contract Negotiations	June 7, 2021

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**SECTION 2 –**

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

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**SECTION 2: PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS**

**2.1. Proposal Submission**

Proposals submitted in response to this RFP must be received no later than the time and date specified in the Schedule of Events, herein.

The Cost Proposal must be labeled clearly and submitted separately from the Technical Proposal.

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the proposers unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Commission, in accordance with its established policies, as having been received at the location designated above. The Commission accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility. Unless waived as a non-material deviation in accordance with Section 6B, Proposals that are incomplete or unsigned will be deemed disqualified and will not be considered.

**2.1.1. Physical Proposals**

Physical Proposals must be addressed to:

STATE OF NEW HAMPSHIRE  
JULI PELLETIER, BUSINESS ADMINISTRATOR  
STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION  
21 S. FRUIT STREET, SUITE 10  
CONCORD, NH 03301-2429  
[PUC-RFP@NH.GOV](mailto:PUC-RFP@NH.GOV)

*Proposals must be clearly marked as follows:*

STATE OF NEW HAMPSHIRE  
RESPONSE TO RFP:  
STATE OF NEW HAMPSHIRE  
RESPONSE TO RFP 2021-013  
CASE MANAGEMENT SYSTEM

*Physical Submissions shall include:*

- a. One (1) original; including all required attachments;
- b. Four (4) clearly identified copies of the Proposal, including all required attachments;
- c. One (1) original clearly identified electronic Proposal, including all required attachments contained on digital media;
- d. One electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 7E of this RFP.

**2.1.2. Electronic Proposals**

Electronic Proposals must be addressed to:

**TO: [PUC-RFP@nh.gov](mailto:PUC-RFP@nh.gov)**

Proposals must be clearly marked as follows:

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#### SECTION 2 –

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Subject: RESPONSE TO RFP: - PUC 2021-013 Case Management System

Electronic Submissions must be submitted using the following criteria:

- a. Searchable PDF Format
- b. Files must be less than 25MB in size.

Exception: If files are greater than 25MB in size, the Vendor will be required to submit their proposal in parts. It is the Vendors responsibility to ensure a complete proposal is submitted.

##### **2.1.3. Number of Proposals**

Vendors are permitted to submit *One (1)* Proposal each with a unique solution in response to this RFP.

Proposals shall follow the following format and provide the required information set forth below. The hard copy must be identical to the submitted electronic copy in text and pagination. In the alternative, the electronic copy shall be controlling.

#### **2.2. Vendor Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via Email to the following RFP Point of Contact:

Email: [PUC-RFP@nh.gov](mailto:PUC-RFP@nh.gov)

Inquiries must be received by the Commission's RFP Point of Contact no later than the conclusion of the Vendor Inquiry Period identified in the Schedule of Events. Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered. The State assumes no liability for assuring accurate/complete Email transmission/receipt and is not required to acknowledge receipt.

The Commission intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein. The Commission may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Commission. Official responses by the Commission will be made only in writing by the process described above.

The Commission will require the successful bidder to execute a Contract using the P-37 State of New Hampshire General Provisions. To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Agreement, the Vendor must submit those exceptions during the Vendor Inquiry Period.

#### **2.3. Restriction of Contact with Commission 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 Commission regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed herein. Commission employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Vendors may be disqualified for violating this restriction on communications.

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

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**2.4. Validity of Proposal**

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

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**SECTION 3 –**

**PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS**

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**SECTION 3: PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS**

**3.1. Proposal Organization**

Proposals should adhere to the following outline.

- a. Cover Page
- b. Transmittal Form Letter
- c. Table of Contents
- d. Section I: Executive Summary
- e. Section II: Glossary of Terms and Abbreviations
- f. Section III: Responses to Requirements and Deliverables
- g. Section IV: Narrative Responses
- h. Section V: Corporate Qualifications
- i. Section VI: Qualifications of Key Vendor staff
- j. Section VII: Price Proposal
- k. Section VIII: Vendor Attachments

**3.1.1. Cover Page**

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

**STATE OF NEW HAMPSHIRE**

**Response to RFP Case Management System (RFP 2021-013)**

**Vendor's Name:**

**Contact Person:**

**Telephone Number:**

**Address:**

**Fax Number:**

**Email Address:**

All subsequent pages of a proposal must indicate the vendor's name and page number.

**3.1.2. Transmittal Form Letter**

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

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#### SECTION 3 –

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State of New Hampshire Proposal Transmittal Form Letter

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

Address: \_\_\_\_\_

To: Juli Pelletier

(603) 271-6008

PUC-RFP@nh.gov

RE: Proposal Invitation Name: Case Management

Proposal Number: 2021-013

Proposal Due Date and Time: May 26, 2021 ET

To Whom It May Concern:

Company Name: \_\_\_\_\_ hereby offers to provide to the State of New Hampshire the Services indicated in RFP NH PUC 2021-013 Case Management System at the price(s) quoted in Vendor Response Section VII: *Price Proposal*, 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 Form Number P-37 *State of New Hampshire General Provisions*.

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 Form Number P-37 *State of New Hampshire General Provisions*, 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 PUC\_2021-013 Case Management System and any subsequent signed Addendum (a).

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- d. Is currently debarred from performing work on any project of the federal government or the government of any state;
- e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;

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- g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding Vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding Vendor and that any and all other terms and conditions submitted by the responding Vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding Vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order, if any.

Our official point of contact is: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: (\_\_\_\_) - \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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**SECTION 3 – PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS**

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**3.1.3. Table of Contents**

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The vendor must also provide a schedule of appendices if applicable.

**3.1.4. Section I: Executive Summary**

Section I shall provide an executive summary, not to exceed two (2) pages, identifying how the Vendor satisfies the goals of this RFP. The executive summary will also provide an overview of the Vendor's proposed Solution and Services highlighting those factors that they believe distinguish their Proposal.

**3.1.5. Section II: Glossary of Terms and Abbreviations**

Section II shall provide a glossary of all terms, acronyms, and abbreviations used in the Vendor's Proposal.

**3.1.6. Section III: Responses to System Requirements and Deliverables**

Section III shall include the response tables from Business/Technical Requirements and Deliverables Appendix. The Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

**3.1.7. Section IV: Narrative Responses**

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

**3.1.8. Section V: Corporate Qualifications**

Section V shall provide the corporate qualifications of all Vendors and Subcontractors proposed to participate in the Project. Specific information to be provided is described in Standards for Describing Vendor Qualifications Appendix.

**3.1.9. Section VI: Qualifications of Key Vendor Staff**

Section VI shall be used to provide required information on the Vendor's Key Project Staff. Specific information to be provided is described in the Standards for Describing Vendor Qualifications Appendix.

**3.1.10. Section VII: Price Proposal**

Section VII shall include the Price Proposal, which must describe the proposed cost of the Vendor Proposal based on and reflected by the inclusion of the completed tables listed in the Pricing Appendix.

**3.1.11. Section VIII: Vendor Attachments**

Section VIII provides for extra materials as referenced in the Topic for Mandatory responses Appendix such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan), sample end-user manual or help documentation and an electronic copy of the system documentation, and Status Meetings and Reports.

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**SECTION 4 – EVALUATION OF PROPOSALS**

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## **SECTION 4: EVALUATION OF PROPOSALS**

### **4.1. Criteria for Evaluation and Scoring**

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

- Vendor's responsiveness to this RFP
- Vendor's experience in providing similar software services
- Functionalities and ease of use in the solutions included in vendor's product line
- Vendor's written response to payment schedule contained in this RFP
- Vendor's Qualifications and Experience
- Vendor's Technical Expertise; and
- Vendor's cost proposal

If the Commission, determines to make an award based on these evaluations, the Commission will notify the selected Proposer(s). Should the Commission be unable to reach agreement with the selected Proposer(s) during Contract discussions, the Commission may then undertake Contract discussions with the next preferred Proposer and so on, or the Commission may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

CATEGORIES	POINTS
PROPOSAL with the following potential maximum scores for each Proposal category listed below;	
VENDOR EXPERIENCE, TECHNICAL EXPERTISE, AND QUALIFICATIONS	30
SOLUTION PROPOSED, including functionalities and ease of use	40
PRICE PROPOSAL	30
<b>TOTAL POTENTIAL MAXIMUM POINTS AWARDED</b>	<b>100</b>

The Commission will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Commission, will be used to refine and finalize technical scores.

### **4.2. Scoring Detail**

#### **4.2.1. Scoring of Vendor Experience, Technical Expertise, and Qualifications**

Vendor proposed Services will be allocated a maximum score of thirty (30) Points. In this section, the State will score the technical merits of how the Vendor will carry out the Implementation and maintain the Solution. The Implementation of the Solution will require the Vendor to customize or configure the Application to meet the requirements of the State, monitor and ensure its operation throughout the Warranty Period and, if maintenance is to be provided, to be a partner in the Solution's operation throughout its useful life. Technical details of the System, administrative procedures, how the Vendor manages its team, the Project and the technical environment will be critical. How compatible the Vendor's procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

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

- a. Proposal Section III: Responses to Requirements and Deliverables
- b. Proposal Section IV: Narrative Responses
- c. Proposed Work Plan
- d. References

**4.2.2. Scoring of the Solution Proposed**

The Vendor's Proposed Software Solution will be allocated a maximum score of forty (40) Points. The main purpose of this section is to measure how well the Solution meets the business needs of the Commission.

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

- a. Proposal Section III: Responses to Requirements and Deliverables
- b. Proposal Section IV: Narrative Responses
- c. Vendor Presentation and Demonstration (if applicable)

**4.2.3. Scoring the Software Solution Price**

The Vendor's Software Solution price will be allocated a maximum score of thirty (30) points. The State will consider both Implementation and subsequent Two (2) year(s) License and maintenance costs as well as the costs associated in Appendix E - *Pricing*. The price information required in a Proposal is intended to provide a sound basis for comparing costs. Planned Evaluations

The Commission plans to use the following process:

- a. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- b. Preliminary evaluation of the Proposals;
- c. Oral interviews and Product Demonstrations (if applicable);
- d. Final Evaluation of Proposals Best and Final Offer (BAFO) if appropriate; and
- e. Select the highest scoring Vendor and begin contract negotiation.

**4.3. Evaluation**

**4.3.1. Initial Screening**

The Commission will conduct an initial screening step to verify Vendor compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in the Proposal Format, Content and Required Items within this RFP. The Commission may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

**4.3.2. Preliminary Scoring of Proposals**

The Commission will establish an evaluation team. This evaluation team will review the Proposals and give a preliminary score. Should a Vendor fail to achieve fifty (50) minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team.

**4.3.3. Oral Interviews and Product Demonstrations**

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At the Commission discretion, Vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Commission retains the sole discretion to determine whether to conduct oral interviews and product demonstrations, with which Vendors, the number of interviews and the length of time provided for the interview and Product demonstration. The Commission may decide to conduct oral interviews and product demonstrations with less than all responsive Proposers.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The Commission may ask the Vendor to provide written clarifications of elements in their Proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial review of the Proposals.

**4.3.4. Final Scoring of Proposals**

Following Oral Interviews (if any), Product Demonstrations, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Commission, the evaluation team will determine a final score for each Proposal.

**4.4 Best and Final Offer (BAFO)**

Upon completion of the scoring process outlined in Section 4, the Commission may, at its sole option, invite the highest scoring Proposers to submit a “Best and Final Offer” for the Commission’s consideration. The Commission reserves the right to select the Proposer based solely on the initial proposals and is under no obligation to solicit or accept a BAFO from any proposers. As the Commission may not request a Best and Final Offer, Proposers are encouraged to provide their most competitive prices in their initial proposals.

The Best and Final Offer (BAFO) is a one-time invitation only process for a proposer to submit its lowest priced offer for the Commission’s consideration. In its invitation to submit a BAFO, the Commission will provide a deadline submission date for the BAFO. The Commission may communicate in writing any price/cost targets that the Commission is seeking in the BAFO. If such target(s) is provided, the Commission will do so uniformly to all Proposers selected to participate in the BAFO. All restrictions on contact with State employees outlined in this RFP shall remain in effect for the BAFO period.

Each invited Proposer may only make one BAFO. The BAFO may not alter the substance of the Proposer’s technical proposal. The BAFO may only amend the Proposer’s initial price proposal.

To the extent the Commission solicits and receives a BAFO pursuant to this section, the Commission will re-score the BAFO participants’ price proposals after review of the BAFO in accordance with section 4 (Calculation of the Price Proposal Score). The Commission will not select a Proposer based on the lowest priced BAFO proposal. A final selection, if any, shall be based on the combined score of the technical proposal and BAFO price proposal. Only those Proposers who were invited to submit a BAFO will be considered for the award.

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**4.5 Final Selection**

The Commission will conduct a final selection based on the final evaluation of the initial proposals or, if requested, as a result of the Best and Final Offer and begin contract negotiations with the selected Proposer(s).

**4.6 Rights of the Commission in Accepting and Evaluating Proposals**

The Commission reserves the right to:

- a. Make independent investigations in evaluating Proposals;
- b. Request additional information to clarify elements of a Proposal;
- c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- d. Omit any planned evaluation step if, in the Commission's view, the step is not needed;
- e. At its sole discretion, reject any and all Proposals at any time; and
- f. Open contract discussions with the second highest scoring Vendor and so on, if the Commission is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

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**5 TERMS AND CONDITIONS RELATED TO THE RFP PROCESS**

**5.1 RFP Addendum**

The Commission 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 Commission, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

**5.2 Non-Collusion**

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

**5.3 Property of the Commission**

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.

**5.4 Confidentiality of a Proposal**

The substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the Commission may be grounds for disqualification.

**5.5 Public Disclosure**

In general, the State is obligated to make public the information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship. The Right-to-Know law (RSA 91-A) obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

In addition, the Governor and Council (G&C) contract approval process more specifically requires that pricing be made public and that any contract reaching the G&C agenda for approval be posted online.

**5.5.1.Disclosure of Information Submitted in Response to RFP**

Information submitted in response to this RFP is subject to public disclosure under the Right-to-Know law after the award of a contract by G&C. At the time of closing date for Proposals, the State will post the number of responses received with no further information. Pursuant to RSA 21-G:37, the State will also post the name and rank or score of each Vendor pursuant to the timeliness requirements therein. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including, but not limited to information related to proposals, communications between the parties or contract negotiations, shall be available until a contract is approved by G&C, or, if the contract does not require G&C approval, until the contract has been actually awarded. This means unsuccessful Vendors shall not be notified of the outcome until that time. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the State, may be grounds for disqualification at the State's sole discretion.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this request for proposal should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as

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“CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Vendors acknowledge and agree that:

- a. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- b. The State is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- c. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

**5.6 Electronic Posting of Resulting Contract**

RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal, Vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online via the State’s website.

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**5.7 Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the Commission to award a Contract. The Commission 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.

**5.8 Proposal Preparation Cost**

By submitting a Proposal, a Vendor agrees that in no event shall the Commission 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.

**5.9 Ethical Requirements**

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any State agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services (DAS), which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

**5.10 Ineligibility**

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

**5.11 Challenges on Form or Process of the RFP**

A bidder questioning the Commission's identification of the selected vendor may request that the Commission review its selection process. Such request shall be made in writing and be received by the Commission within 5 (five) business days after the rank or score is posted on the Commission website. The request shall specify all points on which the bidder believes the Commission erred in its process and shall contain such argument in support of its position as the bidder seeks to present. In response, the Commission shall review the process it followed for evaluating responses and, within 5 (five) business days of receiving the request for review, issue a written response either affirming its initial selection of a vendor or canceling the bid. In its request for review, a bidder shall not submit, and the Commission shall not accept nor consider, any substantive information that was not included by the bidder in its original bid response. No hearing shall be held in conjunction with a review. The outcome of the Commission's review shall not be subject to appeal.

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## **6 CONTRACT TERMS AND AWARD**

### **6.1 Non-Exclusive Contract**

Any resulting Contract from this RFP will be a Non-Exclusive Contract. The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

### **6.2 Award**

Any resulting contract is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire, if required, and upon continued appropriation of funding for the contract.

### **6.3 Anticipated Contract Term**

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

The Term of the Contract will be for 2(X) years from the date of approval. The contract term may be extended by an additional term of up to 2 years X years at the sole option of the Commission, subject to the parties’ prior written agreement on terms and applicable fees for each extended term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

### **6.4 Standard Contract Terms**

The Commission will require the successful bidder to execute a Not to Exceed Contract using the P-37 State of New Hampshire General Provisions (refer to Section 6.6 State of New Hampshire General Provisions – P37 below).

Exceptions to the standard form contract are discouraged in all cases and prohibited in some. To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Agreement, the Vendor should note those issues during the Vendor Inquiry Period. The Commission will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Commission accepts a Vendor’s exception the Commission will, at the conclusion of the inquiry period, provide notice to all potential Vendors of the exceptions which have been accepted and indicate that exception is available to all potential Vendors. Any exceptions to the standard form contract that are not raised during the Vendor inquiry period are waived. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the State’s terms in response to this solicitation.

#### **6.4.1. Contract Negotiations and Unsuccessful Bidder Notice**

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

#### **6.4.2. Subcontractors**

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.

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**6.5 Related Documents Required**

The selected Vendor will be required to submit the following documents prior to Contract approval:

- a. Certificate of Good Standing obtained by the Secretary of State of New Hampshire.
- b. Certificate of Authority/Vote - The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an Agreement or amendment with the State of New Hampshire.
- c. Certificate of Insurance - Certificates of Insurance evidencing coverage as required under the contract.
- d. Workers Compensation coverage must comply with State of NH RSA 281-A.

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**6.6 State of New Hampshire General Provisions – P37**

**FORM NUMBER P-37 (version 12/11/2019)**

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> ) By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) ( <i>if applicable</i> ) By:		On:	
1.17 Approval by the Governor and Executive Council ( <i>if applicable</i> ) G&C Item number:		G&C Meeting Date:	

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

**11. CONTRACTOR'S RELATION TO THE STATE.**

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

**12.**

**ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements **and** understandings with respect to the subject matter hereof.

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**P-37 Special Provisions**

The terms outlined in the P-37 General Provisions are modified as set forth below:

**A. Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

- 3.3** The Term may be extended (which will be developed and agreed to in the Contract phase) year(s), (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond (which will be developed and agreed to in the Contract phase) under the same terms and conditions, subject to approval of the Governor and Executive Council.

**B. Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:**

- 5.5** The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

**C. Provision 8, Event of Default/Remedies, is updated with the following addition:**

- 8.2.5** give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor 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.

**D. Provision 9, Termination, is deleted and replaced with the following:**

**9. TERMINATION**

- 9.1** Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**9.2 Termination Procedure**

- 9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without

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limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) 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 Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. 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 the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

**E. Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:**

- 10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential

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Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

- 10.4.1** In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State’s Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.
- 10.5** Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
  - b. 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;
  - c. 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
  - d. is disclosed with the written consent of the disclosing Party.
- 10.6** A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor’s designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor’s sole responsibility and at Contractor’s sole expense. If Contractor 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 Contractor, without any liability to the State.
- 10.8** This covenant in paragraph 10 shall survive the termination of this Contract.

**F. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

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- 12.3** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:
- a.** continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
  - b.** immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**G. The following Provisions are added and made part of the P37:**

**25. FORCE MAJEURE**

- 25.1** Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
- 25.2** Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

**26. EXHIBITS/ATTACHMENTS**

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

**27. NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

**27. GOVERNMENT APPROVALS**

Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

**28. ORDER OF PRECEDENCE**

- i. In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:
  - ii. State of New Hampshire, PUC 2021-013 Case Management System Contract.
  - iii. State of New Hampshire, PUC 2021-013 Case Management System RFP.
  - iv. Vendor Proposal Response to PUC 2021-013 Case Management System dated <Enter Date>
  - v. Additional Contractor Provided Documents
  - vi. Contractor Quote

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**APPENDIX A – VENDOR CONFERENCE REQUIREMENTS**

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**APPENDIX A: VENDOR CONFERENCE REQUIREMENTS**

Not Applicable

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**APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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**APPENDIX B: BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

**B-1. Statement of Work**

The Commission is seeking a vendor to provide the following products and services in a fixed price contract to implement a fully functional Case management system which meets or exceeds the requirements and design concepts and features described in this RFP.

The Commission requires a web based SaaS solution fully supported and managed by the selected vendor. Each vendor must describe its connectivity requirements, topology and technical requirements for the proposed solution to operate successfully. Each vendor shall provide managed support for its application pre and post production. The responsibilities include:

- Review and clarification of the Requirements and General Design in this RFP

*Led by vendor with Commission involvement and signoff*

- Develop Detailed Design/Configuration

*Led by vendor with Commission involvement and signoff*

- Construct/Configure and Unit Test the system

*Performed by vendor*

- Develop a Test Plan

*Led by vendor with Commission involvement and signoff*

- Perform System Testing and Regression Testing of Corrected Bugs and Identified Missing Requirements

*Led by vendor with Commission involvement and signoff*

- Perform User Acceptance Testing and Regression Testing of Corrected Bugs and Identified Missing Requirements

*Performed by vendor*

- Perform Implementation by the fixed contract end date

- Provide a 120 calendar day warranty period beginning on fixed contract end date

**In scope requirement for the system:**

- Docketed matters
- All filings related to docketed matters
- Discovery requests from multiple parties, discovery responses, and management of same

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- Non-docketed registrations, reports, and other filings
- Single electronic portal for filings by external entities
- A mechanism for authorizing and authenticating external entities and granting them role-based permissions
- Service list maintenance and notification workflows
- Maintenance of various templates with links to triggered workflows that utilize the templates
- Automated distribution of filings to parties to a docket
- Pre-population of certain event-driven templates
- Automated and manual event scheduling
- Statutory and soft deadline tracking and notifications, statutory event scheduling or notification
- Notification of follow-up actions based on Commission orders
- Automated noticing of events to the general public and/or to parties to the docket
- Docket-related status reporting, including daily/ weekly/monthly calendar views
- Integration with Microsoft Outlook. Integration with SharePoint 2016 is preferred.
- Docket event interval-tracking, with the capability to perform statistical analysis of process performance and trends
- Robust document search capability that produces accurate, complete and, results
- Cross-referencing, consolidation, and/or cross-filing between two or more existing dockets and their records when dockets are combined for administrative efficiency
- Automated list and document link uploads to the Commission's public website
- Registered access within the system to specific documents by parties to a docket
- Registration applications and approvals of utilities and service providers (non-docketed)
- Annual and ad hoc reports
- Assessment calculation, invoicing and tracking (optional)

**Not in scope:**

- Document authoring, editing, version management
- Document redaction or annotation capabilities

**B-1.1. Security and Testing**

**B-1.2.1. Application Security**

The Vendor shall:

- Develop Software applications based on industry best practices and incorporating information security throughout the Software development life cycle;

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- Perform a Code Review prior to release of the application to the State to move it into production. The code Review may be done in a manner mutually agreeable to the Contractor and the State. Copies of the final, remediated results shall be provided to the State for Review and audit purposes;
- Follow Change Control Procedures (CCP) relative to release of code; and
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.

**B-1.2.2. Test Planning And Preparation**

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

Contractor must disclose in their RFP/SOW responses the scheduling assumptions used in regard to the Using Agency's resource efforts during testing.

Contractor shall certify, in writing, that the Contractor's own staff has successfully executed all prerequisite testing, along with reporting the actual testing results.

The State will commence its testing within five (5) business days of receiving Certification from the Contractor 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 Contractor's development environment. Contractor 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.

**B-1.2.3. 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.

Contractor shall adhere to the State's standard methodology described in Table III-C: State Recommended Testing Methodology.

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**APPENDIX B –**

**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

<b>State Recommended Testing Methodology</b>	
<b>Unit Testing</b>	<p>Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment.</p> <p>The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.</p>
<b>System Integration Testing</b>	<ul style="list-style-type: none"><li>a. Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.</li><li>b. Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.</li><li>c. The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Contractor supplied Software Solution.</li></ul>
<b>Conversion /Migration Validation Testing</b>	The Conversion/Migration Validation Testing should replicate the entire flow of the converted Data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy Data performs correctly.
<b>Installation Testing</b>	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.
<b>User Acceptance Testing (UAT)</b>	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.

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	<p><b>a.</b> The Contractor's Project Manager must certify in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.</p> <p><b>b.</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 Contractor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities.</p> <p><b>c.</b> UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan</p> <p>Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Section 4.12 Warranty Period.</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 Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.</p> <p>Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.</p> <p><b>a.</b> 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>b.</b> The Contractor shall notify the State no later than five (5) business days from the Contractor's receipt of written notice of the test failure when the Contractor expects the corrections to be completed and ready for retesting by the State. The Contractor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.</p> <p><b>c.</b> When a programming change is made in response to a problem identified during user testing, a Regression Test Plan should</p>

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	<p>be developed by the Contractor 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 Contractor shall:</p> <ol style="list-style-type: none"><li>1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;</li><li>2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and</li><li>3. Manage the entire cyclic process.</li></ol> <p>e. The Contractor 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 Contractor 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 Contractor 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>
<b>Security Review and 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>

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<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network.
<b>Encryption</b>	Supports the encoding of Data for security purposes
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network.
<b>Digital Signature</b>	Guarantees the unaltered state of a file.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization.
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network.
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system.
<b>Input Validation</b>	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
	Prior to any System being moved into production, Contractor shall provide results of all security testing to the Department of Information Technology

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for Review and Acceptance. All Software and hardware shall be free of malicious code (malware).

**B-1.2. Warranty Period and Warranty Services**

**B-1.2.1. Warranty Period**

The Warranty Period for each project will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for one hundred twenty (120) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Contractor will correct the Deficiency, and a new thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

The Contractor warrants that the System must operate to conform to the Specifications, terms, and requirements of the Contract and RFP/SOW.

The Contractor warrants that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of the State of New Hampshire's configuration management system.

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

The Contractor warrants 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.

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

The Contractor warrants that all Services provided under the Contract and RFQ/SOW will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

**B-1.2.2. Warranty Services**

The Contractor must 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

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and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- 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;
- The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- On-site additional Services within four (4) business hours of a request;
- Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State; and
- For all Warranty Services calls, the Contractor shall ensure the following information will be collected and maintained:
  - Nature of the Deficiency;
  - Current status of the Deficiency;
  - Action plans, dates, and times;
  - Expected and actual completion time;
  - Deficiency resolution information;
  - Resolved by;
  - Identifying number i.e. work order number; and
  - Issue identified by.
- The Contractor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
  - Mean time between reported Deficiencies with the Software;
  - Diagnosis of the root cause of the problem; and
  - Identification of repeat calls or repeat Software problems.
- All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Contractor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

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

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The Vendor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Vendor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Vendor shall permit its personnel and contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**B-2. Business Requirements/Technical Requirements**

Vendors shall complete the checklists on each tab of the PUC 2021-013 Case Management System Appendix B IT Requirements attachment.

**B-3. Activity, Deliverable, or Milestone**

Vendor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in Table B-3: Deliverables.

<b>Table B-3: Deliverables</b>		
<b>DELIVERABLES</b>		
	<b>ACTIVITY, DELIVERABLE, OR MILESTONE</b>	<b>DELIVERABLE TYPE</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>		
1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Security Plan	Written
6	Communications and Change Management Plan	Written
7	Software Configuration Plan	Written
8	Systems Interface Plan and Design/Capability	Written
9	Testing Plan	Written
10	Data Conversion Plan and Design	Written
11	Deployment Plan	Written
12	Comprehensive Training Plan and Curriculum	Written
13	End User Support Plan	Written
14	Business Continuity Plan	Written
15	Documentation of Operational Procedures	Written
<b>INSTALLATION</b>		
16	Provide Software Licenses if needed	Written
17	Provide Fully Tested Data Conversion Software	Software

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

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**APPENDIX C – TOPICS FOR MANDATORY RESPONSES**

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## **APPENDIX C: TOPICS FOR MANDATORY RESPONSES**

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for this RFP. Responses provided should be relevant to the Project described within this RFP. Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

### **C-1. Proposed Software Solution**

#### **TOPIC 1 DESCRIPTION OF SOLUTION**

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

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

1. Vendor should provide detailed description of proposed solution, technical architecture, software releases and data import/export standards.
2. Describe how your Solution meets both the business and technical requirements in C-2 Requirements.
3. Describe ease of use and user friendliness of your proposed Solution including learning curve, navigation. Highlight in detail specific advantages to the user Interface. What methodology do you use to ensure that your user Interface is user friendly?
4. Provide an attachment with product literature describing the functionality of the proposed Software. Provide a table that maps your literature with topics listed in this Appendix. Include references to page numbers.

#### **TOPIC 2 SOFTWARE RELEASES**

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

1. Discuss the communication plan and updates anticipated future releases of the proposed Software.

#### **TOPIC 3 DATA IMPORT/EXPORT STANDARDS**

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

1. Provide a detailed description of the mechanism and tools included in the proposed System used to import and export Data

### **C-2. Security and Protection of Data**

#### **TOPIC 4 SYSTEM SECURITY AND TESTING**

*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.*

Describe the System security design and architectural features incorporated into the proposed Software including:

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1. How can you ensure the security and confidentiality of the State Data collected on the system?
2. What security validation Documentation will be shared with the State?
3. Do you use internal or external resources to conduct Security Testing?
4. The authorization methods used to ensure that users and client Applications can only access Data and Services for which they have been properly authorized.
5. The immunity methods used to ensure that unauthorized malicious programs (e.g., Viruses, worms and Trojan horses) do not infect the Application.
6. The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
7. The methods used to ensure that the parties to interactions with the Application cannot later repudiate or rebut those interactions.
8. The Intrusion Detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
9. The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
10. The system maintenance methods used to ensure that system maintenance does not unintentionally disrupt the security mechanisms of the Application or supporting hardware.
11. The testing methods conducted to Load and Stress Test your Software to determine its ability to withstand Denial of Service (DoS) attacks.
12. Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
13. The ability of your Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, Operating System Services, etc.) thereby reducing the Software’s security vulnerabilities and attack surfaces available to System hackers and attackers.
14. The notification and escalation process in the event of an intrusion.

**TOPIC 5 HISTORICAL DATA**

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

1. Describe in detail the manner in which users and System Administrators can view transactional Data.
2. Describe your experience with organizations similar to the Public Utilities Commission and discuss what historical Data they have and have not converted/migrated into the new system.
3. How many years of historical Data is typically converted in a project similar to this one? Describe how you will help Public Utilities Commission determine the right number of years to convert.

**C-3. State Personnel And Training**

**TOPIC 6 USER TRAINING APPROACH**

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

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1. Describe in detail the options for Vendor-supplied training. Include a proposed training schedule, training topics, and options for participation (e.g., in-person, webinars, one-on-one, On-line on-demand) that you would provide.

**TOPIC 7 PREPARATION AND EXPECTATIONS OF STATE STAFF INCLUDING TECHNICAL KNOWLEDGE TRANSFER**

*The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately and the State will evaluate requirements for State staff to support the system after Implementation.*

1. Describe how State staff assigned to the Project Team will be involved throughout the Project, including design meetings, decision making, and scope control.

**C-4. Project Execution**

**TOPIC 8 IMPLEMENTATION APPROACH**

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

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

1. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
2. Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower costs
3. Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project – i.e. SharePoint, Portal.

**TOPIC 9 TESTING**

*The Contractor shall provide end-to-end planning and preparation for testing and Acceptance of solutions throughout the Project using an industry standard methodology. This shall include training, a detailed testing methodology which covers all “areas of testing” (refer to Terms and Definitions), security, required staffing with clear roles and responsibilities, test cases and scripting with associated Data, status and results Reporting. The Test Plan defined shall ensure designed and implemented Solutions are fully supported, tested, and documented.*

*It is anticipated that the following testing phases will be included in the Project described in this RFP. The State will evaluate the quality of testing approach used by the Vendor.*

1. Provide full detail on the testing methodology proposed.

**TOPIC 10 MIGRATION STRATEGY**

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

1. It is our assumption that the Data Conversion/Migration Plan is a Deliverable that will ultimately lay out the plan required to convert and migrate Data from Public Utilities Commission legacy system to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.

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**TOPIC 11 ENVIRONMENT SETUP**

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

1. Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the Hosted Solution, including all necessary training.

**C-5. Project Management**

**TOPIC 12 SYSTEM ACCEPTANCE CRITERIA**

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

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

**TOPIC 13 WORK PLAN, STATUS MEETINGS AND REPORTS**

*The State will evaluate whether the Vendor's preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project Management "best practices" and be consistent with narratives on other topics. The Software to be used to support the ongoing management of the Project should also be described in the Work Plan. Additionally, the State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.*

The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.

1. Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones/critical events, Deliverables, and payment Schedule. Include the Deliverables outlined in Appendix B (Business/Technical Requirements and Deliverables), appropriate status meetings and Reports, and include other Deliverables that you, based on past experience, would recommend be developed on this Project.

**TOPIC 14 RISK AND ISSUE MANAGEMENT**

*The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in risk and issue management*

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

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**TOPIC 15 SCOPE CONTROL**

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

1. Demonstrate your firm's ability to manage scope creep by discussing tools and methodologies, as well as past Project experiences.

**TOPIC 16 QUALITY ASSURANCE APPROACH**

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

1. Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration (Written, Software, and Non-Software).

**C-6. Ongoing Operations For Vendor Hosted Solution**

**TOPIC 17 HOSTED SYSTEM**

*Describe the service model being offered.*

1. The State requires the Service provider to use web services exclusively to Interface with the State of New Hampshire's Data in near Real-Time when possible. Describe any client software or plug-in downloads that may be required.

*It is preferred the service provider's relevant Data Center(s) are certified to the Federal Information Security Management Act (FISMA) level 3 ATO4 and/or Federal Risk and Authorization Management Program (FedRAMP) CSP5.*

1. Provide Certifications and latest audit of the Data Center(s) being used in the Solution offered.
2. The State requests regularly scheduled Reporting to the State of New Hampshire. Describe the availability of Reports available to the State including latency statistics, user access, user access IP address, user access history and security logs for all State of New Hampshire files related to this contract.
3. The State requires the system to be available 24/7/365 (with agreed-upon maintenance downtime), and for the Vendor to provide service to customers as defined in a Service Level Agreement (SLA) which will be developed and agreed to in the Contract phase. The State also requires the Service provider to guarantee 99.9% uptime (excluding agreed-upon maintenance downtime). Describe how you will meet these requirements.

**TOPIC 18 BACKUP AND RECOVERY**

*The State seeks a sound Backup and Recovery provision as part of the Solution.*

1. Describe your high-level methodology and tools used for Backup and Recovery of Applications and Data.

**TOPIC 19 ASSURANCE OF BUSINESS CONTINUITY**

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

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1. Provide a plan for business continuity if a disaster occurs at the Data center that is Hosting the proposed Solution.

***TOPIC 20 SUPPORT AND MAINTENANCE FOR HOSTED SYSTEM***

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

1. Describe how the Software will be maintained in accordance with the Specifications, terms, and conditions of the RFP, including providing upgrades and fixes as required.
2. Describe how the State will be informed of emergency maintenance or system outages?
3. Describe how the Vendor will ensure all hardware and Software components of the Vendor Hosting infrastructure will be fully supported by their respective manufacturers at all times. All critical patches for Operating Systems, Databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.

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**APPENDIX D – STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

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

**D-1. Vendor Qualifications**

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

- a. Corporate qualifications of each Vendor proposed to participate in the Project;
- b. Proposed team organization and designation of key staff;
- c. Individual qualifications of Candidates for the role of Project Manager; and
- d. Individual qualifications of Candidates for other key staff roles.

This Appendix identifies specific information that must be submitted.

**D-2. Required Information on Corporate Qualifications**

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

**D-2.1. Financial Strength**

Provide at least one of the following:

- a. The current Dunn & Bradstreet Report on the firm;
- b. the firm's two most recent audited financial statements; and the firm's most recent unaudited, quarterly financial statement;
- c. the firm's most recent income tax return.

**D-2.2. Litigation**

The relevance of involvement of the company in litigation will be considered. Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

**D-2.3. Prior Project Descriptions**

Provide descriptions of **no more** than Five (5) similar projects completed in the last Five (5) years. Each project description should include:

- a. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
- b. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
- c. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
- d. Names and project roles of individuals on the Vendor proposed team for the New Hampshire Project that participated in the project described.

**D-2.4. Subcontractor Information**

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

- a. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;

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**APPENDIX D – STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

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- b.** A high-level description of the Subcontractor's organization and staff size;
- c.** Discussion of the Subcontractor's experience with this type of Project;
- d.** Resumes of key personnel proposed to work on the Project;
- e.** Two references from companies or organizations where they performed similar services (if requested by the State); and
- f.** Physical location of Subcontractor's headquarters and branch offices, including offshore locations.

**D-3. 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.

**D-3.1 Candidates for Project Manager and Key Vendor Staff Roles**

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

For the Project Manager Candidate, and all other Key Vendor Staff Roles, provide a resume not to exceed three (3) pages in length addressing the following:

- a.** The candidate's educational background;
- b.** An overview of the candidate's work history;
- c.** The candidate's project experience relevant to the proposed project, including project type, project role and duration of the assignment;
- d.** Any significant Certifications held by or honors awarded to the candidate; and
- e.** At least three (3) references, with publically available contact information that can address the candidate's performance on past projects.

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**APPENDIX E – PRICING**

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**APPENDIX E: PRICING**

**E-1. Pricing**

Vendor's Price Proposal must be based on the worksheets formatted as described in this Appendix.

The vendor shall provide in their proposal, the following:

- a. A written response to payment schedule contained in this RFP;
- b. Their best total price for the specified services, software, and hardware or other items with freight, delivery, installation, training (itemized); and
- c. Proposal year 1 initial implementation and warranty costs; end of years 1 through 3 costs for annual maintenance and ongoing license costs, etc.; special ongoing enhancement and other pertinent rates. Vendors shall be clear in depicting which year each cost below added by the vendor is due:
  - i. Software Purchase Cost
  - ii. Annual Base License Cost (1 seat)
  - iii. Additional Cost Per Seat
  - iv. Integration Services Cost
  - v. Conversion Cost of Tables/Data
  - vi. Annual Maintenance Cost – Years 1-3 delineated per year
  - vii. Hourly Consulting Services Enhancements Rate - Years 1-3 delineated per year
  - viii. % Discount Off Hourly Rate for Pre-Paid Annual Enhancements
  - ix. Total Cost to Implement plus Warranty
  - x. Total Cost After Year 1 delineated by year
  - xi. Other Costs Not Listed Above delineated by year
  - xii. The selection committee reserves the right to review all aspects of the cost proposal and to request clarification of any part or parts of the cost proposal, and to negotiate cost terms. The Commission encourages vendors to be as creative as possible regarding costs, as cost efficiency will be a consideration in selecting a vendor.

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

**E-1.1. Activities / Deliverables / Milestones Pricing**

The Vendor must include the 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.

<b>Table E-1.1.</b>				
<b>ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET</b>				
	<b>ACTIVITY, DELIVERABLE, OR MILESTONE</b>	<b>DELIVERABLE TYPE</b>	<b>PROJECTED DELIVERY DATE</b>	<b>PRICE</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>				

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1	Conduct Project Kickoff Meeting	Non-Software		
2	Work Plan	Written		
3	Project Status Reports	Written		
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
5	Security Plan	Written		
6	Communications and Change Management Plan	Written		
7	Software Configuration Plan	Written		
8	Systems Interface Plan and Design/Capability	Written		
9	Testing Plan	Written		
10	Data Conversion Plan and Design	Written		
11	Deployment Plan	Written		
12	Comprehensive Training Plan and Curriculum	Written		
13	End User Support Plan	Written		
14	Business Continuity Plan	Written		
15	Documentation of Operational Procedures	Written		
<b>INSTALLATION</b>				
16	Provide Software Licenses if needed	Written		
17	Provide Fully Tested Data Conversion Software	Software		
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
<b>TESTING</b>				
19	Conduct Integration Testing	Non-Software		
20	Conduct User Acceptance Testing	Non-Software		
21	Perform Production Tests	Non-Software		
22	Test In-Bound and Out-Bound Interfaces	Software		
23	Conduct System Performance (Load/Stress) Testing	Non-Software		
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software		
<b>SYSTEM DEPLOYMENT</b>				
25	Converted Data Loaded into Production Environment	Software		
26	Provide Tools for Backup and Recovery of all Applications and Data	Software		
27	Conduct Training	Non-Software		
28	Cutover to New Software	Non-Software		
29	Provide Documentation	Written		

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30	Execute Security Plan	Non-Software		
<b>OPERATIONS</b>				
31	Ongoing Hosting Support	Non-Software		
32	Ongoing Support & Maintenance	Software		
33	Conduct Project Exit Meeting	Non-Software		
		<b>Total</b>		

**E-1.2. Software License Pricing**

Please utilize the following table to detail the required Software costs associated with your Proposal.

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<b>Table E-1.2.</b>		
<b>SOFTWARE LICENSE PRICING WORKSHEET</b>		
	<b>SOFTWARE ITEM</b>	<b>INITIAL COST</b>
1		
2		
3		
<b>Total</b>		

**NOTE to Vendor:** Key Assumption(s): Vendors should add/use a separate row for each Software License item proposed.

#### **E-1.3. Software Operations, Maintenance and Support Pricing**

Use the following table to provide a detailed listing of the annual operational costs of each Software product that is part of your Proposal, including operations, maintenance and support. This should not include the initial cost identified in the Software License Cost Table listed above.

<b>Table E-1.3.</b>					
<b>SOFTWARE OPERATIONS, MAINTENANCE, AND SUPPORT PRICING WORKSHEET</b>					
<b>SOFTWARE NAME</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<b>Total</b>					

**NOTE to Vendor:** Key Assumption(s): Vendors should add/use a separate row for each Software package proposed that requires annual support costs.

#### **E-1.4. Hosting Pricing**

Use the following table to provide a detailed listing of the annual Hosting costs of the full Application. This may include Web Site Hosting Fee, Technical Support Fee, Maintenance and Update Fees, etc.

<b>Table E-1.4.</b>					
<b>HOSTING DETAIL PRICING WORKSHEET</b>					
<b>HOSTING DESCRIPTION</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<b>Total</b>					

**NOTE to Vendor:** Key Assumption(s): Vendors should add/use a separate row for each Hosting item proposed.

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#### **E-1.5. Other Costs**

If other costs exist but were not handled in the above Pricing Table Worksheets, please use the following table to provide a detailed itemization of any additional cost.

<b>Table E-1.5.</b>					
<b>OTHER COST PRICING WORKSHEET</b>					
<b>OTHER COST DESCRIPTION</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<b>Total</b>					

**NOTE to Vendor:** Key Assumption(s): Vendors should add/use a separate row for each other cost item proposed.

#### **E-1.6. Implementation Pricing Summary**

Please complete the following table that should summarize all Implementation costs associated with your Proposal.

<b>Table E-1.6.</b>		
<b>IMPLEMENTATION COST SUMMARY PRICING WORKSHEET</b>		
<b>COST TABLE #</b>	<b>COST TYPE</b>	<b>TOTAL COST</b>
1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	
2	Software License Pricing (Total from Software License Pricing Worksheet)	
3	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	
4	Hosting Pricing (Total from Hosting Detail Pricing Worksheet)	
5	Other Pricing (Total from Other Cost Pricing Worksheet)	
<b>Grand Total</b>		

#### **E-1.7. Vendor Staff, Resource Hours and Rates Worksheet**

Use the Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals who will be assigned to the Project, hours and applicable rates. Information is required by stage. Names must be provided for individuals designated for key roles, but titles are sufficient for others. This information is for reference purposes only and will not be taken into account during our price proposal scoring.

<b>Table E-1.8.</b>	
<b>VENDOR STAFF, RESOURCE HOURS AND RATES PRICING WORKSHEET</b>	

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	PROJECT MANAGER	POSITION 1	POSITION 2	ETC.
<b>Planning And Project Management</b>				
<b>Installation</b>				
<b>Testing</b>				
<b>System Deployment</b>				
<b>Operations</b>				
<b>Total Hours</b>				
<b>Hourly Rate</b>				
<b>Vendor Resource Price Total (Hours X Rate)</b>				

**NOTE to Vendor:** Key Assumption(s): Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full proposed team.

#### E-1.8. Future Vendor Rates

The State may request additional Services from the selected Vendor and require rates in the event that additional Services are required. The following format must be used to provide this information.

The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year. This information is for reference purposes only and will not be taken into account during our price proposal scoring.

<b>Table E-1.9.</b> <b>FUTURE VENDOR PRICING WORKSHEET</b>					
<b>VENDOR ROLE</b>	<b>SFY&lt;XX&gt;</b>	<b>SFY&lt;XX&gt;</b>	<b>SFY&lt;XX&gt;</b>	<b>SFY&lt;XX&gt;</b>	<b>SFY&lt;XX&gt;</b>
<b>Project Manager</b>					
<b>Position 1</b>					
<b>Position 2</b>					
<b>etc.</b>					
<b>Total</b>					

**NOTE to Vendor:** Key Assumption(s): Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full proposed team.

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**APPENDIX F – DOIT INFRASTRUCTURE & SECURITY**

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**APPENDIX F: DOIT INFRASTRUCTURE & SECURITY**

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

**F-1. Technical Architecture**

Components of the State's technical architecture include:

**F-1.1. State Network Environment**

The State of New Hampshire operates a Metropolitan-Area-Network (MAN) in the City of Concord, NH using a combination of leased and owned fiber optic cable. State of New Hampshire locations outside of the Concord, NH main facility are connected via multiple wide-area Networks using various technologies including Carrier Ethernet Services (CES), Microwave Wireless and Virtual Private Networks (VPN) Tunnels over the Internet. State Agency 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). State agencies connect to the State's central core Network location in Concord to facilitate access to Email, the Internet, and the State's financial Applications. 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.

**F-1.2. Internet Access**

The State of New Hampshire has purchased thru American Registry for Internet Numbers (ARIN) its own External IP Address Range and Autonomous System Number. The State advertises its External IP Space and Autonomous System Number to two different Internet Service Providers so as to provide failover in the event of a single Internet Service Provider (ISP) Network failure.

**F-1.3. VMware**

The State uses VMware for Windows Server virtualization and virtual hosts are deployed at two separate State campus sites. VMware provides a highly scalable and high availability environment for the State's many Agencies. If a virtual host fails, VMware automatically fails over all of the virtual Servers on that host to another host. The EMC Networker product is used to manage backups for this environment utilizing Data Domain as the disk to disk repository.

**F-1.4. Oracle**

For the State's Oracle enterprise systems, an Oracle/Linux solution (OVM) is used for the virtual environment. Similar to the windows environment, this Solution provides a highly scalable and high availability environment and also utilizes the EMC Networker and Data Domain backup solution. Data Domain is also employed to meet the backup requirements within OVM.

**F-2. Future Systems Environment**

Future design and development efforts should conform to the emerging environment as defined by the New Hampshire Statewide Strategic Information Technology Plan. This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-Commerce), where possible.

**F-2.1. 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

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**APPENDIX F – DOIT INFRASTRUCTURE & SECURITY**

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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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**APPENDIX G – MERCHANT CARD SERVICES**

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**APPENDIX G:MERCHANT CARD SERVICES**

Not Applicable

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**APPENDIX H – DEFINITIONS**

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**APPENDIX H: TERMS AND DEFINITIONS**

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

<b>Term</b>	<b>Definition</b>
<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Agreement</b>	A Contract duly executed and legally binding.
<b>Data Breach</b>	“Data Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
<b>Confidential Information</b>	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.  Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
<b>Deficiency (-ies)/Defects</b>	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
<b>Hosted Services</b>	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.

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<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process for making the System fully Operational for processing the Data.
<b>Non-Public Information</b>	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, agreement or administrative rule from access by the general public as public information.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
<b>Operational</b>	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Personal Information</b>	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
<b>Proposal</b>	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
<b>Security Incident</b>	“Incident” means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
<b>Software</b>	All Custom, SAAS and/or COTS Software provided by the Vendor under the Contract.
<b>Software Deliverables</b>	All Custom, SAAS and/or COTS Software and Enhancements.
<b>Software License</b>	Licenses provided to the State under this Contract.
<b>Software-as-a-Service (SaaS)</b>	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even

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	individual application capabilities, with the possible exception of limited user-specific application configuration settings.
<b>Specifications</b>	The written details that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State Data</b>	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
<b>Support Services</b>	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system application or network.
<b>Warranty Period</b>	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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