



# STATE OF NEW HAMPSHIRE

**Department of Information Technology  
on behalf of the  
New Hampshire Department of Energy**

**DOIT #2024-060**

**Home Energy Assistance Program Software Solution**

**Weatherization Assistance Program**

**CFDA # 81.042**

**FAIN # DE-EE0009916**

**Low-Income Energy Assistance Program**

**CFDA # 93.568**

**FAIN # 2301NHLIEA**

<b>RFP ISSUED:</b>	<b>February 16 , 2024</b>
<b>STATE POINT of CONTACT:</b>	<b>Name: Susan Gagne Email: <a href="mailto:RFP@Energy.NH.Gov">RFP@Energy.NH.Gov</a></b>
<b>CONTRACT TYPE:</b>	<b>Not to Exceed</b>
<b>PROPOSALS DUE:</b>	<b>4/16/2024 by 12:00 PM (Noon) EST</b>

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**OVERVIEW AND SCHEDULE OF EVENTS**

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## Department of Energy

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### OVERVIEW AND SCHEDULE OF EVENTS

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

##### 1.1. Executive Summary

Introduction: The New Hampshire Department of Energy (DOE) was established effective July 1, 2021. It was created by the New Hampshire legislature to promote and coordinate energy policies and programs in the state. The management of the Fuel Assistance Program (FAP), Weatherization Assistance Program (WAP) and the Electric Assistance Program (EAP), collectively the programs, is the responsibility of the DOE. Five Community Action Agencies (CAAs) partner with the DOE for this citizen service. The CAAs and DOE rely on software and data as the central program management system to perform client intake, manage the eligibility process, perform income verification and generation of benefits, as well as vendor communication and auditing. The FAP and EAP programs support more than 30,000 households every year. Our request will centralize departmental oversight and replace the obsolete software system currently used by the programs.

The State of New Hampshire, acting through the Department of Information Technology and in partnership with the DOE, is releasing this Request for Proposal (RFP) to procure a cloud-based Software as a Service solution for the Home Energy Assistance Programs Software Solution (HEAPSS) to service and deliver, in coordination with five Community Action Agencies, the federally funded FAP the federally funded WAP, and the ratepayer funded EAP.

The Vendor will be responsible for all aspects of the Project, including, but not limited to:

All services, software, configuration, and development and ongoing support associated with the implementation of the HEAPSS application and its associated business process impacts.

##### **Scope of Work (SOW) Overview**

The State seeks to acquire, under contract, a cloud-based Software as a Service solution that provides user web portal access and service. The solution must service internal agency staff, clients, and remote partners. The solution must accommodate flat file and non-normalized Sql data importation as a product of this RFP. Each Proposal must present software that can fully support and integrate existing data and deliver the required functionality listed in Appendix B: *Business/Technical Requirements and Deliverables*.

The system supports the administration of benefit client qualification, program payments, overall program benefits and demographic reporting for 30,000+ beneficiaries. The scope of the program includes federal and State of New Hampshire process changes, reporting, and year to year changes in client benefits or requirements. Reporting conformance for current and past year-over-year activity is of critical importance for tracking operations, budget, and client benefits.

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**OVERVIEW AND SCHEDULE OF EVENTS**

**Goals and Objectives for DOE - New Hampshire HEAPSS:**

- Improved efficiency of program implementation for FAP/WAP/EAP.
- Improved application access – multiple browser support, security, and reporting.
- Faster and more consistent delivery of FAP/WAP/EAP services to clients.
- Improved State managerial control and oversight of FAP/WAP/EAP.
- Greater quality, consistency, and accessibility of information available to State administrators and sub-grantees (CAAs).
- Efficient and reliable federal, state and program specific ad-hoc reporting.
- Improved integration with leveraged low-income weatherization programs.
- Smooth transition to new system through effective change management.
- Elimination of redundant data and systems.

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**OVERVIEW AND SCHEDULE OF EVENTS**

**1.2. Schedule of Events**

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency 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	02/16/2024
Vendor Inquiry Period Ends (Final Inquiries due)	02/29/2024 @ 4:30 PM EST
Final State Responses to Vendor Inquiries	03/14/2024 @ 12:00 PM (Noon) EST
Final Date and Time for Proposal Submission	04/16/2024 @ 12:00 PM (Noon) EST
Anticipated Effective Contract Date	June 2024

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

Late submissions will not be accepted. Delivery of the Proposals shall be at the Vendor's responsibility. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The Agency accepts no responsibility for damaged, mislabeled, or undeliverable mailed or emailed proposals.

**2.2. Electronic Proposals:**

[RFP@Energy.NH.Gov](mailto:RFP@Energy.NH.Gov)

CC: [todd.m.ringelberg@doit.nh.gov](mailto:todd.m.ringelberg@doit.nh.gov)

Proposals must be clearly marked as follows with the subject line to read:

Subject: RESPONSE TO RFP:

DoE - DOIT #2024-060 - Home Energy Assistance Program Software Solution (HEAPSS)

Please include the company name in the Subject line.

Electronic Submissions must be submitted using the following criteria:

Searchable PDF Format

Files must be less than 20MB in size.

File must be submitted as an attachment to an email. In no event should a proposal be provided through a link embedded in the submitted email.

Exception: If files are greater than 20MB in size, the Vendor will be required to submit their proposal in parts. It is the Vendor's responsibility to ensure a complete proposal is submitted.

Proposals must be typed. The strongly preferred format includes 12-point font size with 1-inch page margins. Page numbers should be included.

Paper copies are not required and will not be accepted.



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**2.3. Number of Proposals**

Vendors are permitted to submit two proposal(s) each with a unique solution in response to this RFP.

**2.4. 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:

**Susan Gagne at: [RFP@Energy.nh.gov](mailto:RFP@Energy.nh.gov)**

Inquiries must be received by the 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. The State assumes no liability for assuring accurate/complete email transmission/receipt and is not required to acknowledge receipt.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein. The Agency 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 Agency. Official responses by the Agency will be made only in writing and posted to: [Requests for Proposals | NH Department of Energy](#).

The Agency will require the successful bidder to execute a Contract using the P-37 Agreement and any attached exhibits. 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.

**2.5. Restriction of Contact with Agency 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 Agency regarding this RFP is prohibited unless first approved by the RFP Points of Contact listed herein. Agency 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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**2.6. Validity of Proposal**

Proposals must be valid for 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**

**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:

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**RESPONSE TO RFP:**

DOE - DOIT #2024-060 - Home Energy Assistance Program Software Solutions

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

**3.1.2. Transmittal Form Letter**

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

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State of New Hampshire Proposal Transmittal Form Letter

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

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

**To:** Susan Gagne  
[RFP@Energy.NH.Gov](mailto:RFP@Energy.NH.Gov)

**RE:** Proposal Invitation Name: Home Energy Assistance Program Software Solution  
Proposal Number: DOIT #2024-060  
Proposal Due Date and Time: 4/16/2024 12:00 PM (Noon) EST

To Whom It May Concern:

Company Name: \_\_\_\_\_ hereby submits an offer to provide to the State of New Hampshire the Services indicated in Home Energy Assistance Program Software Solutions DoIT RFP #2024-060 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 P-37 Agreement and Exhibits, identified in Appendix I.

We attest to the fact that:

1. The company has reviewed and agreed to be bound by the RFP.
2. The company has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the RFP Closing Date or until the Effective Date of any resulting Contract, whichever is later.
4. The prices quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands this RFP.

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 two 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;

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- 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 two 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;
- 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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**3.1.3. Table of Contents**

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal.

**3.1.4. Section I: Executive Summary**

Section I shall provide an executive summary, not to exceed two 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 the 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 the Vendor and any Subcontractors proposed to participate in the Project. Specific information to be provided is described in the 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.

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**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) and Status Meetings and Reports.

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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 Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.

If the Agency determines to make an award, the Agency will begin negotiations with a Vendor based on these evaluations. Should the Agency be unable to reach agreement with the high scoring Vendor during Contract discussions, the Agency may then undertake Contract discussions with the next high scoring Vendor and so on; or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Agency will use a scoring scale of 100 Points. Points will be distributed as set forth in the table below.

<b>SCORING TABLE</b>	
<b>CATEGORIES</b>	<b>POINTS</b>
Technical Proposal with the following potential maximum scores for each Technical Proposal category listed below:	75
Proposed Software Solution	30
Vendor’s Technical, Service and Project Management Experience	20
Vendor Company	15
Staffing Qualifications	10
Price Proposal Potential Maximum Points	25
<b>TOTAL POTENTIAL MAXIUM POINTS AWARDED</b>	<b>100</b>

The Agency 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 Agency, will be used to refine and finalize technical scores.



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**4.2. Scoring Detail**

**4.2.1. Scoring of the Proposed Software Solution**

The Vendor's Proposed Software Solution will be allocated a maximum score of 30 Points. The main purpose of this section is to measure how well the Solution meets the business needs of the Agency.

Scoring is primarily measured using vendor responses in the following sections:

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

**4.2.2. Scoring of Vendor Technical, Service, and Project Management Experience**

Vendor proposed Technical, Service, and Project Management Experience will be allocated a maximum score of 20 Points. In this section, the State will score the technical merits of how the Vendor will carry out the Implementation and maintenance of the Solution. Technical details of the System including security and protection of data, proposed training administrative procedures, how the Vendor manages its team and the Project 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.

Scoring is primarily measured using vendor responses in the following sections:

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

**4.2.3. Scoring of Vendor Company**

Vendor Company qualifications will be allocated a maximum score of 15 points. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

Scoring is primarily measured using vendor responses in the following sections:

- a. Proposal Section V: Corporate Qualifications.
- b. References.

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**4.2.4. Scoring of Vendor Staffing Qualifications**

Vendor's Staff must have the training and experience to support the Vendor's plans to implement and support the System. Vendor's Staff qualifications will be allocated a maximum score of 10 points.

Scoring is primarily measured using vendor responses in the following sections:

- a. Proposal Section VI: Qualifications of Key Staff.
- b. Vendor Presentations & Demonstrations (if applicable).
- c. References.

**4.2.5. Scoring the Software Solution Price**

The Vendor's Software Solution price will be allocated a maximum score of 25 points. The State will consider both Implementation and subsequent two 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. The cost point formula described in the Price Proposal Review section will be utilized for this scoring portion.

**4.3. Planned Evaluations**

The Agency 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 Technical Proposals and scoring.
- e. Review of Price Proposals and scoring; and
- f. Select the highest scoring Vendor and begin contract negotiation.

**4.3.1. Initial Screening**

The Agency will conduct an initial screening step to verify Vendor compliance with the 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 Agency 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.

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**4.3.2. Preliminary Technical Scoring of Proposals**

The Agency will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve 60 minimum points in preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Price Proposal will remain unopened. Price Proposals will remain unopened during the preliminary technical review, Oral Interviews and Product Demonstrations.

**4.3.3. Oral Interviews and Product Demonstrations**

At the Agency's discretion, Vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency 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 Agency may decide to conduct oral interviews and product demonstrations with less than all responsive Vendors.

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 Agency may ask the Vendor to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor.

**4.3.4. Final Scoring of Technical Proposals**

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

**4.3.5. Price Proposal Review and Scoring**

Price proposals will be reviewed upon completion of the final scoring of Technical Proposals. The Vendor's Price Proposal will be allocated a maximum potential score of 25 points. Vendors are advised that this is not a low bid award and that the scoring of the price proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Vendor.

The following formula will be used to assign points for Price:

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Vendor's Price Score = (Lowest Proposed Price/Vendor's Proposed Price) x Maximum Number of Points for price proposal.

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who has scored above the minimum necessary for consideration on the Technical Score.

**4.4. No Best and Final Offer**

The Proposal should be submitted initially on the most favorable terms that the Vendor can offer. There will be no best and final offer procedure. The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the entire Proposal.

**4.5. Rights of the Agency in Accepting and Evaluating Proposals**

The Agency 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 Agency'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 Agency is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

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

**5.1 RFP Addendum**

The Department reserves the right to amend or cancel this RFP at any time. Proposers should check [Requests for Proposals | NH Department of Energy](#) for any addenda to this RFP before submitting their proposals, and for answers to any questions submitted by others.

All parties submitting proposals shall be Equal Opportunity Employers. The selected consultant will be expected to comply with all federal, state, and local laws respecting non-discrimination in employment.

The selected consultant(s) shall be required to submit a Taxpayer Identification Number (TIN), Employer Identification Number (EIN), or Social Security Number (SSN), and to register as a vendor with the State of New Hampshire.

Once a contract becomes effective, any subsequent material changes or modifications to the contract terms must be submitted for review and prior approval by the Commissioner of the Department and, if applicable, the Governor and Executive Council.

This RFP is not an offer. Neither the Department nor this RFP shall create any commitment on the part of the State or confer any rights on the part of the proposer unless and until a binding written contract is executed between the Department and the proposer, and if applicable, approved by the Governor and Executive Council.

In accordance with New Hampshire Executive Order No. 2023-05, any Proposer that is determined by the Department to be boycotting Israel shall be disqualified, and its proposal deemed ineligible.

**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 Agency from obtaining the best possible competitive Proposal.

**5.3 Property of the State**

All material and data submitted or 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.

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**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 Agency without the Agency's prior consent may be grounds for disqualification. Each Vendor also agrees to maintain as confidential all information to which it has access in the course of this RFP and contracting process until such time as it is instructed otherwise by the Department.

**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 New Hampshire Governor and Executive 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 as a G&C agenda item.

**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. No later than five business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Department will post the name of each proposer, and rank or score of each proposal eligible to be scored. All such postings may be viewed on the Department's website at: [Requests for Proposals | NH Department of Energy](#). 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.

Copywritten materials submitted along with a proposal are subject to Chapter 91-A and will be made available to the public unless it appears that the proposer has violated the original copyright. If a proposer copyrights its proposal materials, then by submitting the copywritten proposal, the proposer waives any copyright protections as to the state, its employees, and agents, and agrees that the state may copy and distribute the proposal for purposes such as, but not limited to, scoring, contracting, and responding to public information requests.

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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 “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

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- 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.

### **5.7 Non-Commitment**

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



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**5.10 Debarment**

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**

Any challenge regarding the validity or legality of the form and procedures of this RFP, including, but not limited to, the evaluation and scoring of proposals, shall be brought to the attention of the Department at least 10 business days prior to the proposal submission deadline, by sending written notice to the RFP Point of Contact, Ms. Susan Gagne, Program Specialist III. By submitting a proposal, the proposer is deemed to have waived any challenges to the Department's authority to conduct this procurement and the form and procedures of this RFP.

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**CONTRACT TERMS AND AWARD**

**SECTION 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 G&C 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, G&C approval (“Effective Date”).

The initial Contract Term will begin on the Effective Date and extend through June 30, 2026. The Contract Term may be extended up to one year (“Extended Contract Term”) at the sole option of the State, subject to the parties prior written agreement on terms and applicable fees for each extended Contract Term, contingent upon satisfactory vendor performance, continued funding and G&C approval.

**6.4 Standard Contract Terms**

The Agency will require the successful bidder to execute a Not to Exceed Contract. The P-37 Agreement and Exhibits, identified in Appendix I, will form the basis of any Contract resulting from this RFP.

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 Agency 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 Agency accepts a Vendor’s exception the Agency 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.

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**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.

**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.

**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 through the Secretary of State of New Hampshire.
- b. Certificate of Vote/Authority - The Certificate of Vote/Authority 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 - Certificate of Insurance evidencing coverage as required under the Contract.
- d. Workers' Compensation coverage must comply with State of NH RSA 281-A.

**6.6 Required Insurance**

- a. **Mandatory Insurance.** The selected Vendor shall, at its own expense, obtain and continuously maintain in full force throughout the term of Contract, the following types of insurance coverage:
  - i. Commercial general liability insurance against all claims of bodily injury, death, or property damage in an amount of not less than One-Million and 00/100 Dollars, (\$1,000,000.00) per occurrence and Two-Million and 00/100 Dollars (\$2,000,000.00) in the aggregate; and
  - ii. Workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Participating

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Addendum with limits not less than Five-Hundred Thousand and 00/100 Dollars (\$500,000.00) per accident or other applicable statutory minimum.

- b. **Additional Insurance.** In addition, the DOE reserves the right to require the selected Vendor to obtain additional insurance coverage of the types not specified above and in such amounts as the DOE may determine in its sole discretion. Such additional insurance may include, without limitation, errors and omissions insurance, cyber liability insurance, professional liability insurance, or directors' and officers' insurance.

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**VENDOR CONFERENCE REQUIREMENTS**

**APPENDIX A: VENDOR CONFERENCE REQUIREMENTS**

A Vendor Conference will not be held.

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**BUSINESS/TECHNICAL REQUIREMENTS AND DELIVERABLES**

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

**Statement of Work**

The system must provide HEAPSS users with the ability to enter, collect and store client data, services provided and outcomes. It must be able to track, assess, report and determine eligibility of the clientele. System level user auditing and record change management is required. The system must provide for comprehensive report generation - fixed and ad hoc reports. The system must allow for digital signatures and comply with all federal and state security requirements. The system should be primarily 'configuration' based. Limited code customization is desired. Custom code will require detailed solution explanation.

Continuing support (system and end user), maintenance coordination and delivery, analyzing and defining business process improvement, configuring, migrating, interfacing/integrating with legacy agency systems, provide end user training, change management testing and validation. Supply and update accordingly, a user's manual.

The proposed system must allow bi-directional integration with the "TREAT" a home energy audit and modeling tool used by the New Hampshire Fuel Assistance Program. TREAT audits, work plans, and other outcomes must integrate fully and seamlessly into the software. TREAT is a "HPXML 2.1" data transfer standard:

The Home Performance Extensible Markup Language (HPXML) Data Dictionary (BPI-2200) and Transfer Standard (BPI-2100) are BPI data standards that were published in 2013 to reduce program costs, increase interoperability, and promote high-quality research and analytics from standardized datasets. The [HPXML Data Dictionary](#) standardizes terms and field formats related to the physical attributes and performance of buildings and measures. The [Transfer Standard](#) provides requirements for an extensible mark-up language (XML) data transfer protocol that can be used to transfer data defined in the dictionary between different software systems. HPXML is currently being used in the market by several home performance program administrators and software vendors. BPI-2101 is one of HPXML's standard datasets. For more information on HPXML, visit [www.hpxmlonline.com](http://www.hpxmlonline.com).

**Data Location**

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.

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**BUSINESS/TECHNICAL REQUIREMENTS AND DELIVERABLES**

**Background Checks**

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State’s information among the Contractor’s employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor’s Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

**Business Requirements/Technical Requirements**

Business and Technical Requirements are identified in the Business and Technical Requirements Workbook Appendix B Vendors shall review the instructions and complete the workbook.

**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

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**BUSINESS/TECHNICAL REQUIREMENTS AND DELIVERABLES**

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
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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**TOPICS FOR MANDATORY RESPONSES**

**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.

<b>TABLE C: Topics</b>	
<b>C-1 Proposed Solution</b>	
Topic 1 – Description of Solution	7 - Attachment Unlimited (optional)
Topic 2 – Technical Architecture	5
Topic 3 – Software Releases	5
Topic 4 – Data Import/Export Standards	3 - Include Attachment
<b>C-2 Vendor’s Technical, Service and Project Management Experience</b>	
<b>C-2.1 Security and Protection of Data</b>	
Topic 5 – System Security	10
Topic 6 – Security Testing	3
Topic 7 – Historical Data	5
<b>C-2.2 State Personnel and Training</b>	
Topic 8 – User Training Approach	3
Topic 9 – Preparation and Expectations of State Staff including Technical Knowledge Transfer	4
<b>C-2.3 Project Execution</b>	
Topic 10 – Implementation Approach	10
Topic 11 – Testing Management	6
Topic 12 – Migration Strategy	3
Topic 13 – Environment Setup	2
<b>C-2.4 Project Management</b>	
Topic 14 – System Acceptance Criteria	6
Topic 15 – Work Plan, Status Meetings and Reports	No Limit
Topic 16 – Risk and Issue Management	3
Topic 17 – Scope Control	2
Topic 18 – Quality Assurance Approach	6
<b>C-2.5 Ongoing Operations For Vendor Hosted Solution</b>	
Topic 19 – Hosted System	5
Topic 20 – Backup and Recovery	2

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TOPICS FOR MANDATORY RESPONSES

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Topic 21 – Assurance and Business Continuity Plan	3
Topic 22 – Support and Maintenance for Vendor Hosted System	2

**C-1. Proposed Solution**

**TOPIC 1 DESCRIPTION OF SOLUTION**

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

- a. Provide a detailed description of your proposed Solution, including features and functionality.
- b. Describe how your Solution meets the business requirements in B-2 Business Requirements/Technical Requirements.
- c. 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?
- d. 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 TECHNICAL ARCHITECTURE**

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

1. Describe the technical architecture (software, hardware, and Network) of the proposed Solution.
2. Describe how your Solution meets the technical requirements in B-2 Business Requirements/Technical Requirements.
3. Describe the benefits of the technical architecture (i.e. scalability, adaptability, interoperability, etc.)
4. How will the proposed software Solution be accessed (i.e. Web Browser over Internet)?
5. Describe any additional software that will be required on end-point devices and the access authorization level required to install it.
6. Describe any add-on or third-party Software required.
7. Is your product dependent on a solution not included in this proposal?
8. What programming languages are used for development, configuration, and customization of the proposed Solution? When was the core Software written?
9. What components of the Software, such as Middleware, are proprietary?
10. Is the proposed application considered Open-Source Software?
11. Describe any Open-Source Software used by the proposed Solution.
12. Describe the degree to which the proposed Solution meets the requirements of RSA chapter 21-R:10, 21-R:11, 21-R:13. <http://www.gencourt.state.nh.us/rsa/html/i/21-r/21-r-mrg.htm>
13. Describe any hardware requirements associated with the hardware Solution.

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TOPICS FOR MANDATORY RESPONSES

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**TOPIC 3 ENHANCEMENTS AND NEW RELEASES**

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

1. Discuss the following aspects of anticipated future releases of the proposed Solution. Coverage should include but not be limited to the following:
2. What types (maintenance, Enhancement, other) of releases are planned?
3. What is the historical (past 3 years) and expected frequency of each type of new release?
4. How is the content of future releases determined? Required maintenance, security, user input?
5. Are Enhancements made for specific clients included in future releases for all clients?
6. What specific Enhancements are planned for release within the next 24 months?
7. How is the content of a release communicated to the client?
8. Can components of a release be applied individually or by Module without adversely affecting the overall functionality of the System?
9. How long is a release supported?

**TOPIC 4 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 to enable Interfaces defined in B-2 Business Requirements/Technical Requirements.
2. What types of Interfaces are possible with the proposed System (On-line, batch, etc.)?
3. What standard Interface formats are used with the proposed Software. What degree of flexibility is available?
4. Does the System employ standard definitions or file layouts for Interfaces? If so, include a sample in an Appendix.
5. What scheduling tools are required for initiation of Interfaces? Are these tools included with the proposed Software?
6. Are there any constraints upon the timing of batch Interfaces?
7. Provide an attachment with Data flow diagrams.

**C-2. Vendor's Technical, Service and Project Management Experience**

**C-2.1 Security and Protection of Data**

**TOPIC 5 SYSTEM SECURITY**

*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.*

1. Describe the System security design and architectural features incorporated into the proposed Solution including:
2. Compliance with NIST SP 800-171, Protecting Controlled, Unclassified Information in Non-Federal Systems and Organizations

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3. Compliance with NIST SP 800-63, Digital Identity Guidelines
4. Compliance with NIST SP 800-115, Technical Guide to Security Testing and Assessment.
5. Compliance with PII, HIPPA and FTI.
6. The methods used to ensure that the parties to interactions with the Application cannot later repudiate or rebut those interactions.
7. The Intrusion Detection methods used to ensure the detection, recording, review and notification of attempted access or modification by unauthorized individuals.
8. The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
9. The system maintenance methods used to ensure that system maintenance does not unintentionally disrupt the security mechanisms of the Application or supporting hardware.
10. Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
11. 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.
12. The notification and escalation process in the event of an intrusion.

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

1. What process or methodology is employed within the proposed Software to ensure Data integrity?
2. To what degree does your approach rely on System assurance capabilities?
3. If multiple Databases are employed, what extra procedures are employed to ensure synchronization among Databases?

**TOPIC 6 SECURITY TESTING**

***The State will evaluate the Vendor’s approach to Security Testing.***

1. Describe the testing tools and methodologies used for testing the security of the Software Application and Hosting environment.
2. How can you ensure the security and confidentiality of the State Data collected on the system to include capture, collection, audit trail, and storage of applicant qualification documentation?
3. What security validation Documentation will be shared with the State?
4. Do you use internal or external resources to conduct Security Testing?

**TOPIC 7 HISTORICAL DATA**

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

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TOPICS FOR MANDATORY RESPONSES

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1. Describe your experience with organizations similar to the New Hampshire Department of Energy and discuss what historical Data they have and have not converted/migrated into the new system.
2. How many years of historical Data is typically converted in a project similar to this one? Describe how you will help New Hampshire Department of Energy determine the right number of years to convert.

**C-2.2 State Personnel and Training**

**TOPIC 8 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.*

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.
2. Describe in detail the Documentation that is available to support the training of users of your proposed Solution. Include help screens, On-line or printable manuals and Knowledge bases. If any of these resources would need to be developed or modified for your proposed Solution include a timeline for their availability. If there are access restrictions on any of this material indicate what those restrictions are.

**TOPIC 9 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.
2. Provide an overview of Project Team interactions and dependencies between functions.
3. Provide recommendations for State staff requirements to maintain the system after Implementation (skill, # of resources, etc.) Include a worksheet or table identifying State staff resources and the projected number of weekly hours to support the system moving forward.
4. The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address, training curriculum, training priorities and prerequisites, specific commercial and custom course, and one-on-one learning opportunities for State staff.
5. Describe and provide samples of the available Documentation supporting the System. Does the Documentation include technical specifications, troubleshooting tips, technical contact information?

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C2.3 Project Execution

**TOPIC 10 IMPLEMENTATION APPROACH**

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

1. Provide one or more feasible Implementation Plans. For each plan provided.
2. Identify timeframes for major milestones, including timing for discontinuing legacy Systems.
3. Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower costs.
4. Address the level of risk associated with each plan.
5. Why is this the approach you recommend?
6. 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 11 TESTING MANAGEMENT**

*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. Describe in detail the end-to-end testing methodology you propose for this Project.
2. Describe testing tools that will be used as part of the Solution testing. Will these tools be available to the State or will the State be required to purchase tools?
3. Using the following chart, describe the roles and responsibilities required of Vendor Staff and State Staff, include additional information as needed.

Test Phase	Vendor Role /Responsibility	State Role/Responsibility	Tools	Timeframe
Management of the Testing Process				
Test planning				
Test scenario development				
Data preparation				
System preparation				
Unit Testing				
System integration testing				

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Defect tracking				
etc.				

4. What support will be provided to prepare State staff prior to and during Acceptance Testing? (Training, user Documentation, staff on site, remote support, etc.)
5. Will configured Software be delivered in functional components for State Acceptance Testing?
6. The State has defined 3 levels of Defect severity. Describe how you will adopt this methodology or provide a mapping to outline your proposed representation of Defect severity.
7. What tools will be used to document and track status of suspected Defects?
8. What role will the State play in classification and prioritization of Defects?
9. How quickly will a suspected Defect be investigated and how quickly will the Defects be corrected?
10. Provide a sample User Acceptance Test Plan from a completed project as an appendix.
11. Will System performance be measured and documented using the State’s infrastructure and Data? If yes, how? (Not needed for Hosting?)
12. Outline your methodology for Security and Penetration Testing and provide confirmation that it is NIST SP800-115 compliant.

**TOPIC 12    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 FAP/EAP 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.
2. Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.
3. Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?
4. What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?
5. Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new system.
6. Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process.

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7. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process?

**TOPIC 13 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 solution, including all necessary training.
2. The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
3. Provide diagrams of the environment including Data architecture, Data flows (Include as an attachment).
4. Describe the ramifications to the State if the recommended environment is not followed. (example – separate Database and Application Server works better for clients)

**C-2.4 Project Management**

**TOPIC 14 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 15 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.*

1. 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.
2. Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones/critical events, Deliverables, and payment Schedule. Include the Deliverables



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- 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.
3. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
  4. Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
    - i. All assumptions upon which the Work Plan is based;
    - ii. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
    - iii. Assignments of members of the Vendor's team identified by role to specific tasks; and
    - iv. Critical success factors for the Project.
  5. Discuss how this Work Plan will be used and State access to Plan details.
  6. Discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the project is on schedule, project expenses incurred to date, and within budget.
  7. Define your planned approach to maintaining all project documentation. For example, how will this documentation be available to the State staff (Word Doc, SharePoint, etc.).

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

1. The State believes that effective communication and Reporting are essential to project success. As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor shall prepare special reports and presentations relating to Project Management and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.
2. Describe your planned project management activities including Introductory and Kickoff Meetings, Status Meetings, Work Plan Updates, and Special Meetings. Discuss frequency, duration, participants, agenda items, etc.
3. Describe how you will report Project health to communicate Project status with Stakeholders and for the early recognition of factors that may result in Project problems requiring special attention.

**TOPIC 16 PROJECT 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 project issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in project risk and issue management.***

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

**TOPIC 17 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 18 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). Discussion should include but not be limited to:
  - a. Provision for State input to the general content of a Written Deliverable and Non-Software Deliverables prior to production;
  - b. The standard for Vendor internal Review of a Written Deliverable and Non-Software Deliverables prior to formal submission; and
  - c. Testing of Software Deliverables prior to submission for Acceptance Testing.

**C-2.5 Ongoing Operations For Vendor Hosted Solution**

**TOPIC 19 HOSTED SYSTEM**

*Describe the service model being offered.*

1. Service is Commercial Off the Shelf Software (COTS), Software-as-a-Service (SaaS), Platform-as-a-service (PaaS), or Infrastructure-as-a-Services (IaaS). Refer to the glossary for definitions.
2. 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, and have independent annual SOC 2 Type 2 audits performed.*

1. Provide Certifications and latest audit of the Data Center(s) being used in the Solution offered.

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2. If Certifications and audits cannot be provided the service provider will be required to implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and Non-Public Information. Such security measures must be in accordance with recognized industry practices such as in the National Institute of Standards and Technology (NIST) Controls 800-53 Rev 4 where applicable. Describe controls including but not limited to:
  - a. Data storage, Data Encryption, Data destruction, Data location, Data handling,
  - b. business continuity and disaster recovery plan;
  - c. Security incident or Data Breach notification,
  - d. change control and maintenance,
  - e. patching and upgrades.
3. Describe how the service provider will provide compliance to all Federal and State of New Hampshire laws, regulations, statutes, policies, standards, and best practices relevant to internet-based Hosting.
4. 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 RFP.
5. 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 20 BACKUP AND RECOVERY**

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

1. Describe the tools used for Backup and Recovery of Applications and Data.
2. Describe timelines for scheduled backup of Data and Servers including the retention schedule.
3. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:
  - a. Use of and method for logging and journaling.
  - b. Single points of failure and recommended approaches for their elimination.
  - c. Approach to redundancy including backup material securely transferred from the site to another secure location to avoid complete Data loss with the loss of a facility.
  - d. Explain your high-level methodology for creation of a Disaster Recovery Plan.
  - e. Discuss how the disaster recovery plan identifies appropriate methods for procuring additional hardware in the event of a component failure. Also describe any impact of Software License fees. The State believes that additional Software License fees solely related to redundancy for Backup and Recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

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- f. Discuss how the disaster recovery plan addresses the recovery of lost State Data as well as your own.
- g. Will the Solution include the option to have the collected Data stored at the Vendor's site, at the State site or both?

**TOPIC 21 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 its potential for Implementation (cost effective and easy to implement).*

1. Provide a plan for business continuity if a disaster occurs at the Data center that is Hosting the proposed Solution.
2. The State believes that additional Software License fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

**TOPIC 22 SUPPORT AND MAINTENANCE FOR VENDOR 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 System hardware, Software, and Database will be maintained in accordance with the Specifications, terms, and conditions of the RFP, including providing upgrades and fixes as required.
2. Describe the Help Desk Support that will be available to State staff including hours of operation, phone vs email, access to technical support staff.
3. Describe the classification of a Software Defect (bug) that will be used to indicate the degree of negative impact on the quality of the Software and anticipated response times.
4. Describe any particular procedures required to handle escalation and emergency calls.
5. Detail the types and frequency of support tasks required.
6. Describe any different levels and or models of support and maintenance that you provide.
7. Describe how the Vendor will work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
  - a. mean time between Reported Deficiencies with the Software.
  - b. diagnosis of the root cause of the problem; and
  - c. identification of repeat calls or repeat Software problems.

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

- a. nature of the Deficiency.
- b. current status of the Deficiency.

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- c. action plans, dates, and times.
  - d. expected and actual completion time.
  - e. Deficiency resolution information.
  - f. Resolved by;
  - g. Identifying number i.e. work order number; and
  - h. Issue identified by.
8. Describe how the State will be informed of emergency maintenance or system outages?
9. 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 60 days of release by their respective manufacturers.

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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.
- e. 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 un-audited, 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 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 similar projects completed in the last five 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.

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- 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;
- 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. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

- a. Software development
- b. Data migration and integration

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.

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For the Project Manager Candidate, and all other Key Vendor Staff Roles, provide a resume not to exceed three 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 references, with publicly available contact information that can address the candidate's performance on past projects.

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**PRICING**

**APPENDIX E: PRICING**

**E-1. Pricing**

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

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>				
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		

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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		
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. Hardware Pricing**

Please utilize the following table to detail the required hardware pricing associated with your Proposal.

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<b>Table E-1.2.</b>		
<b>HARDWARE PRICING WORKSHEET</b>		
	<b>HARDWARE ITEM</b>	<b>ONE TIME COST</b>
1		
2		
3		
	<b>Total</b>	

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

**Software License Pricing**

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

<b>Table E-1.3.</b>		
<b>SOFTWARE LICENSE PRICING WORKSHEET</b>		
	<b>SOFTWARE ITEM</b>	<b>INITIAL COST</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
	<b>Total</b>	

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

**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-1.4.</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>					

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

**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, Data Storage Fees, Upload/Download Fees etc.

<b>Table E-1.5.</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.

**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-1.6.</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.

**Implementation Pricing Summary**

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

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<b>Table E-1.7.</b>		
<b>IMPLEMENTATION COST SUMMARY PRICING WORKSHEET</b>		
<b>COST TABLE #</b>	<b>COST TYPE</b>	<b>TOTAL COST</b>
<b>1</b>	<b>Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)</b>	
<b>2</b>	<b>Hardware Pricing (Total from Hardware Pricing Worksheet)</b>	
<b>3</b>	<b>Software License Pricing (Total from Software License Pricing Worksheet)</b>	
<b>4</b>	<b>Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)</b>	
<b>5</b>	<b>Hosting Pricing (Total from Hosting Detail Pricing Worksheet)</b>	
<b>6</b>	<b>Other Pricing (Total from Other Cost Pricing Worksheet)</b>	
<b>Grand Total</b>		

**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>				
	<b>PROJECT MANAGER</b>	<b>POSITIO N 1</b>	<b>POSITION 2</b>	<b>ETC.</b>
<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>				

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**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.

**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.

**Proposed State Staff Resource Hours**

Use the Proposed State Staff Resource Hours Worksheet to indicate the State roles that will need to be assigned to the Project to support your proposed Implementation approach. Information is required by stages identified in the table below.

<b>Table E-1.10.</b>				
<b>PROPOSED STATE STAFF, RESOURCE HOURS</b>				
	<b>PROJECT MANAGER</b>	<b>POSITIO N 1</b>	<b>POSITION 2</b>	<b>ETC.</b>
<b>Planning And Project Management</b>				
<b>Installation</b>				
<b>Testing</b>				

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<b>System Deployment</b>				
<b>Operations</b>				
<b>Total Hours</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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**DOIT INFRASTRUCTURE & SECURITY**

**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, New Hampshire, using a combination of leased and owned fiber optic cable. State of New Hampshire locations outside of the Concord, New Hampshire 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 21 partner agencies; other State agencies support their own Networks, outsource 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



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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 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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**MERCHANT CARD SERVICES**

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**APPENDIX G: MERCHANT CARD SERVICE**

Not Applicable.

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**DEFINITIONS**

**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>Commercial Off The Shelf Software</b>	Software that is purchased from a vendor and is ready for use with little or no change.
<b>Confidential Information</b>	<p>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.</p> <p>Confidential Information also includes any and all information owned or managed by the State of New Hampshire - 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.</p>
<b>Contract</b>	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 Agreement, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
<b>Data</b>	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.
<b>Data Breach</b>	“Data Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar

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**DEFINITIONS**

	term referring to situations where persons other than authorized users and for 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>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.
<b>Hosted System</b>	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
<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>Infrastructure as a Service (IaaS)</b>	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
<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.

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<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>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<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>Services</b>	The work or labor to be performed by the Vendor on the Project as described in a contract.
<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.

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<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 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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<b>Work Plan</b>	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
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**P-37 AGREEMENT AND EXHIBITS**

**APPENDIX I: P-37 AGREEMENT AND EXHIBITS**

**FORM NUMBER P-37 (version 2/23/2023)**

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 Unit and Class	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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. 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.

**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 and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in

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**P-37 AGREEMENT AND EXHIBITS**

extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

**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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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,

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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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement.

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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to

**STATE OF NEW HAMPSHIRE**

**Department of Energy**

**DOIT #2024-060**

**P-37 AGREEMENT AND EXHIBITS**

binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

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

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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.