

STATE OF NEW HAMPSHIRE  
Department of Safety  
Consulting Services to Develop a Commercial Vehicle Information System and Network  
(CVISN) Program Plan/Top-Level Design (PP/TLD)  
DOS - RFP 2016-075

**Department of Safety**

**CONSULTING SERVICES TO DEVELOP A COMMERCIAL  
VEHICLE INFORMATION SYSTEM AND NETWORK (CVISN)  
PROGRAM PLAN/TOP-LEVEL DESIGN (PP/TLD)**

**DOS - RFP 2016-075**

RFP ISSUED..... 12/1/2015

OPTIONAL VENDOR TELECONFERENCE..... 1:30 PM (EST) 12/15/2015

STATE CONTACT...David Bujno  
Email: david.bujno@dos.nh.gov  
Phone # 603-223-8075

CONTRACT TYPE..... FIRM FIXED PRICE NOT TO EXCEED \$40,000

PROPOSALS DUE ..... 2:30 PM (EST) 1/22/2016

AT: DEPARTMENT OF SAFETY  
ROAD TOLL BUREAU  
33 HAZEN DRIVE  
CONCORD, NH 03305

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## 1. INTRODUCTION

The State of New Hampshire, acting through the Department of Safety (DOS), is releasing this Request For Proposal (RFP) to procure vendor services for the provision of Consulting Services of a specialized nature to design and develop a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD) that is Federal Motor Carrier Safety Administration (FMCSA) compliant and approved.

### 1.1 Contract Award

The State plans to execute a Firm Fixed Price (FFP) Contract not to exceed \$40,000 (forty thousand dollars) as a result of this RFP. If an award is made, it shall be made based upon evaluation of the submitted proposals in accordance with the review process outlined in Section 5 below. The award will be based upon criteria, standards, and weighting identified in this RFP.

#### 1.1.1 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 vendors to provide any of the Services identified under this procurement.

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

### 1.2 Contract Term

Time is of the essence in the performance of a Vendor's obligations under the Contract. The Vendor shall be fully prepared to commence work by an Effective Date to be determined, after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Vendor's initial term will begin on the Effective Date and extend through June 30, 2016.

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

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

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**1.3 Project Overview**

DOS also known as the "State," is issuing this request soliciting qualified Vendors to design and develop a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD) that is Federal Motor Carrier Safety Administration (FMCSA) compliant and will be FMCSA approved.

The Vendor may employ Subcontractors to deliver required services subject to the terms and conditions of this RFP, including but not limited to, in Section H 25: General Contract Requirements herein and Appendix H: State of New Hampshire Terms and Conditions. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

**1.4 Subcontractors**

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

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.

**2. SCHEDULE OF EVENTS**

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

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
RFP released to Vendors (on or about)	12/1/15	
Vendor Inquiry Period begins (on or about)	12/1/15	
Notification to the State of the number of representatives calling into the Optional Vendor Conference	12/7/15	
Optional Vendor Teleconference; reference <i>General Instructions</i> , Section 4.3	12/15/15	1:30 PM
Vendor Inquiry Period ends (final inquiries due)	12/17/15	
Final State responses to Vendor inquiries	12/24/16	

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Final date for Proposal submission	1/22/16	2:30 PM
Invitations for oral presentations	2/1/16	
Vendor presentations/discussion sessions/interviews, if necessary	2/10/16	
Anticipated Contract Finalization	TBD	
Anticipated Notice to Proceed	TBD	

### 3. SOFTWARE, REQUIREMENTS AND DELIVERABLES

#### 3.1 Requirements

##### 3.1.1 **Appendix B:** *Minimum Standards for Proposal Consideration:*

Minimum standards for Proposal consideration, compliance with Requirements, and proposed Vendor project team.

##### 3.1.2 **Appendix C:** *System Requirements and Deliverables:*

The State seeks to procure the following services:

Project management,  
 Business process analysis and improvement,  
 Requirements gathering and validation, and  
 Documentation.

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

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

#### 3.2 Deliverables

The State classifies Deliverables into two (2) categories: Written Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements for these deliverables are provided in Appendix F: *Pricing Worksheets*. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: *Requirements and Deliverables*. Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the Vendors' understanding of the Implementation process, the manner of Service delivery and experience with similar projects related to the Software, technical Services, and Project Management topics.

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#### 4. INSTRUCTIONS

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

Proposals submitted in response to this RFP must be received by the Department of Safety, no later than the time and date specified in Section 2: Schedule of Events. Proposals must be addressed to:

State of New Hampshire  
Department of Safety  
c/o Scott Bryer  
33 Hazen Dr.  
Concord, New Hampshire 03305

Cartons containing Proposals must be clearly marked as follows:

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

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

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

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

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

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#### 4.2 Proposal Inquiries

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

**David Bujno, MPA**  
**EDI Coordinator**  
**Department of Safety**  
**Road Toll Bureau**  
**33 Hazen Dr.**  
**Concord, New Hampshire 03305**  
Telephone: (603) 223-8075  
Email: [david.bujno@dos.nh.gov](mailto:david.bujno@dos.nh.gov)

Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.

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

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

##### 4.2.1 Restriction of Contact With State Employees

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

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**4.3 Optional Vendor Teleconference**

All vendors that intend to submit proposals are encouraged to call into the optional Vendor Teleconference, as mentioned in Section 2: Schedule of Events.

Vendors wanting to participate in the optional Vendor Teleconference must RSVP via email by the date identified in Section 2: Schedule of Events, indicating the number of individuals who will call into the teleconference; our office subsequently will provide WebEx call-in information to those vendors.

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

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

NOTE: The State will NOT distribute a list of optional Vendor Teleconference attendees.

**4.4 Alteration of RFP**

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

**4.5 RFP Addendum**

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

**4.6 Non-Collusion**

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

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**4.7 Validity of Proposal**

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

**4.8 Property of the State**

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

**4.9 Confidentiality of a Proposal**

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

**4.10 Public Disclosure**

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the Effective Date of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to a request for proposal, bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the contract by Governor and Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Vendor has properly and clearly marked confidential, the State will notify the Vendor of the request and of the date and the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By

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submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

#### **4.11 Security**

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

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

#### **4.12 Non-Commitment**

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

#### **4.13 Proposal Preparation Cost**

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

#### **4.14 Oral Presentations/Interviews and Discussion**

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

#### **4.15 Required Contract Terms and Conditions**

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

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#### 4.16 Proposal Format

Proposals should follow the following format:

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

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

#### 4.17 Proposal Organization

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

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

#### 4.18 Proposal Content

##### 4.18.1 Cover Page

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

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Department of Safety  
RESPONSE TO DOS - RFP 2016-075  
Consulting Services to Develop a Commercial Vehicle Information System and  
Network (CVISN) Program Plan/Top-Level Design (PP/TLD)

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

**4.18.2 Transmittal Form Letter**

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

*Remainder of this page intentionally left blank*

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State of New Hampshire Proposal Transmittal Form Letter

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

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

**To:** NH Department of Safety State Point of Contact: Scott Bryer  
Telephone (603) 223-8081  
Email: [scott.bryer@dos.nh.gov](mailto:scott.bryer@dos.nh.gov)

**RE:** Proposal Invitation Name: Consulting Services to Develop a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD)  
Proposal Number: DOS - RFP 2016-075  
Proposal Due Date and Time: January 8, 2016 at 2:30 PM

Dear Sir:

Company Name: \_\_\_\_\_ hereby offers to sell to the State of New Hampshire the Services indicated in NH Department of Safety RFP 2016-075 Consulting Services to Develop a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD) at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

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

We attest to the fact that:

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

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

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

The Vendor has read and included a copy of DOS - RFP 2016-075 and any subsequent signed Addendum (a).

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

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Telephone \_\_\_\_\_ Email \_\_\_\_\_  
Authorized Signature Printed \_\_\_\_\_

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

**4.18.3 Table of Contents**

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

**4.18.4 Section I: Executive Summary**

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

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

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

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

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

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

**4.18.7 Section IV: Narrative Responses**

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

**4.18.8 Section V: Corporate Qualifications**

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

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**4.18.9 Section VI: Qualifications of key Vendor staff**

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

**4.18.10 Section VII: Cost Proposal**

The Cost Proposal must include the following:

- The *Activities/Deliverables/Milestones Pricing Worksheet* prepared using the format provided in Table F-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Proposed Vendor Staff, Resource Hours and Rates Worksheet* prepared using the format provided in Table F-2 of Appendix F: *Pricing Worksheet* and any discussion necessary to ensure understanding of data provided;
- A *Future Vendor Rates Worksheet* prepared using the format provided in Table F-3 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

*NOTE: SECTION VII COST PROPOSAL, MUST BECOME PUBLIC INFORMATION AND AS SUCH SHALL NOT BE MADE CONFIDENTIAL OR PROPRIETARY. PROPOSALS SUBMITTED WITH ALL OR PART OF SECTION VII LABELED CONFIDENTIAL OR PROPRIETARY SHALL NOT BE CONSIDERED RESPONSIVE AND SHALL NOT BE ACCEPTED.*

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

**4.18.12 Section IX: Appendix-** This section provided for extra materials as referenced in Appendix D: *Proposed Solution* such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, and Status Meetings and Reports.

***Remainder of this page intentionally left blank***

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## 5. PROPOSAL EVALUATION PROCESS

### 5.1 Scoring Proposals

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

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

The State will use a scoring scale of 500 points, which shall be applied to the Solution as a whole. Points will be distributed among four (4) factors:

- 100 points – Vendor’s Staff Prior Experience and Qualifications
- 100 points – Vendor Technical, Service, & Project Management Expertise
- 100 points – Vendor Solution
- 200 points – Vendor Price (Rates and Pricing)
- 500 points – Total Possible Score.

### 5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

- a. Consider any source of information in evaluating Proposals;
- b. Omit any planned evaluation step if, in the State’s view, the step is not needed;
- c. At its sole discretion, reject any and all Proposals at any time; and
- d. Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract terms with the highest scoring Vendor.

### 5.3 Planned Evaluations

The State plans to use the following process:

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

#### 5.3.1 Initial Screening

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

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

**5.3.2 Preliminary Scoring of Proposals**

The State will establish an evaluation team to initially score Proposals.

**5.3.3 Oral Interviews and Product Demonstrations**

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

The purpose of oral interviews 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.

For each invited Vendor, the oral interview will be one hour in length. A highly structured agenda will be used for oral interviews to ensure standard coverage of each invited Vendor. Information gained from oral interviews will be used to refine scores assigned from the initial review of the Proposals.

**5.3.4 Best and Final Offer**

The State may be requesting a Best and Final Offer. The State plans to negotiate pricing with the highest scoring Vendor. If an agreement is not reached, the State reserves the right to move on to negotiations with the second-highest scoring Vendor.

**5.3.5 Final Evaluation**

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

**5.4 Scoring Detail**

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

**5.4.1 Scoring of the Vendor Staff Prior Experience and Qualifications**

The Vendor's staff prior experience and qualifications will be allocated a maximum score of 100 points. These points will be allocated by scoring Appendix D: *Proposed Solution*, and Appendix E: *Standards for Describing Vendor Qualifications*.

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**5.4.2 Scoring of Vendor Technical, Service, and Project Management Proposal**

Vendors proposed Technical, Service and Project Management services shall be allocated a maximum of 100 Points by scoring the topics within Appendix D: *Proposed Solution*.

**5.4.3 Scoring of Vendor Overall Solution**

Vendor overall solution Shall be allocated a maximum score of 100 points by the Scoring of the answers to Appendix D, Section D1: Project Execution, the response to the Requirements and Deliverables in Appendix C, as well as any other portion of the proposal which describes the vendors overall plan for fulfilling the requirements set forth in Appendix C.

**5.4.4 Scoring of Vendor Price**

The Vendor's Price will be allocated a maximum score of 200 points. The State will consider implementation price for this RFP using the format provided in Tables F-1-1: Activities / Deliverables / Milestones Pricing Worksheets.

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

$$\text{Vendor's Cost Score} = (\text{Lowest Proposed Cost} / \text{Vendor's Proposed Cost}) \text{ times } 200$$

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

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## APPENDIX A: BACKGROUND INFORMATION

### A-1 Department of Safety

The multi-faceted mission of the Department of Safety encompasses protection of the lives and safety and preservation of the quality of life of New Hampshire citizens and visitors to our state on the highways, on the waterways, and in their homes and businesses. The DOS enforces motor vehicle and highway safety laws, criminal laws, commercial vehicle regulations, fire safety, building and equipment safety laws and regulations, and boating safety laws and rules. We also provide enhanced 911 emergency communications statewide, and are responsible for homeland safety and emergency management activities. For further details and history please review <http://www.nh.gov/safety>.

The CVISN program is a nationwide information sharing and partnership effort supported by the FMCSA. CVISN consists of information system and communication networks owned and operated by governments, motor carriers, and other stakeholders. These information systems support capabilities in the areas of commercial vehicle operations (CVO) safety information exchange, credentials administration, and electronic screening. FMCSA has defined a set of Core CVISN functionality associated within these areas that each State receiving Federal CVISN funding is required to include in its CVISN program. Core CVISN functionality includes:

- Safety Information Exchange technology to facilitate the collection, distribution, and retrieval of motor carrier safety information at the roadside and in the office. This helps FMCSA compliance enforcement staff focus resources on high-risk carriers and drivers, which helps reduce crashes involving commercial vehicles.
  - Use ASPEN or an equivalent automated inspection software at all major inspection sites.
  - Send ASPEN data or its equivalent to the national Safety and Fitness Electronic Records (SAFER) system to exchange interstate safety and credentials data among states.
  - Implement a Commercial Vehicle Information Exchange Window system (CVIEW), or CVIEW equivalent, for exchange of intrastate and interstate data within the State, and connect to SAFER for exchange of interstate data through snapshots.
- Electronic Credentialing systems for electronic submission, processing, approval, invoicing, payment, and issuance of credentials.
  - Automate electronic processing via Web-based or computer-to-computer solutions from carrier to State (processing includes carrier application, State application processing, credential issuance, and tax filing) of at least IRP and IFTA credentials, ready to extend to other credentials (intrastate, titling, Oversize/Overweight [OS/OW], carrier

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- registration, HazMat). Note: Processing does not necessarily include e-payment.
  - Update SAFER with interstate credential information as actions are taken.
  - At least 10 percent of the transaction volume handled electronically.
  - Be ready to bring on more carriers as carriers sign up.
  - Be ready to extend to branch offices where applicable.
  - Automate the processing of at least International Registration Plan (IRP) and International Fuel Tax Agreement (IFTA) credentials.
  - Connect to the IRP Clearinghouse to share information across jurisdictions and automate funds settlement between jurisdictions.
  - Connect to the IFTA Clearinghouse to share information across jurisdictions and automate funds settlement between jurisdictions.
- Electronic Screening systems, which allow commercial vehicles that maintain good safety and legal status to bypass weigh stations. This saves time and money for participating carriers, and allows states to devote more resources toward removing unsafe and non-compliant carriers.
    - Use snapshots to support screening decisions.
    - Implement electronic screening at a minimum of one fixed or mobile inspection site.
    - Be ready to replicate this functionality at other sites.

The FMCSA defines phases of CVISN program compliance for states. The initial phase is called “core” compliance. Core CVISN compliance means having management framework and system architecture to guide a CVISN deployment and to carry out CVISN capabilities in the areas of safety information exchange, electronic credentialing, and electronic screening. The Department of Safety is seeking to attain core compliance status, including formally planning its future involvement in the CVISN program in part with development of a Core CVISN PP&TLD. The top-level design process includes but is not limited to setting the CVISN New Hampshire program scope, defining top-level requirements, laying out an initial high-level design for New Hampshire systems, discussing new requirements to new or existing systems, defining system interfaces, describing the physical networks and computers that will support the systems, and focusing on using or changing the existing systems to support CVISN concepts and scenarios. The top-level design leads into the program plan, which lays out management and technical planning related to how New Hampshire will incrementally deploy CVISN capabilities and systems.

The State already has deployed components of the Core CVISN program. These elements include:

- IRP Clearinghouse participation;
- IFTA Clearinghouse participation;
- ASPEN inspection software deployment; and

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- Drivewyze™ Commercial Vehicle Bypass electronic screening program at designated weigh stations and mobile inspection sites.  
These elements will need to smoothly integrate with CVISN operations.

Additionally, the State uses the following systems, many which may need to smoothly integrate with CVISN operations:

- IFTA Processing Consortium (IPC);
- International Registration Plan (IRP);
- FMCSA Portal, which provides single sign-on access to:
  - Motor Carrier Management Information System (MCMIS),
  - Enforcement Management Information System (EMIS),
  - Licensing and Insurance System (L&I),
  - DataQs,
  - Query Central (QC),
  - Analysis and Information Online (A&I),
  - Safety and Fitness Electronic Records (SAFER),
  - Electronic Document Management System (EDMS),
  - Hazardous Materials Package Inspection Program (HMPIP),
  - FMCSA Information Systems Website (InfoSys), and
  - The National Consumer Complaint Database (NCCDB).
- Overhaul oversize/overweight permitting.

CVISN stakeholders include but are not limited to the following:

- New Hampshire Department of Safety:
  - Division of Administration, Road Toll Bureau,
  - Division of State Police, and
  - Division of Motor Vehicles;
- New Hampshire Department of Transportation (DOT);
- New Hampshire Department of Information Technology (DOIT);
- FMCSA;
- US Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA); and
- Commercial motor vehicle operators.

The PP/TLD reflects, among other things, deployment projects for Core CVISN Project plans and grants, and systems design information for the deployment projects and related grants. Thus, it is integral to the State's continuing progress with current, and laying out a cogent pathway for future, CVISN related projects.

**Goals and Objectives for Consulting Services to Develop a Commercial Vehicle**  
**Information System and Network (CVISN) Program Plan and Top-Level Design**  
**(PP&TLD):**

- Set the New Hampshire CVISN scope;
- Define top-level requirements;

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- Allocate new requirements to new or existing systems;
- Define system interfaces;
- Describe the physical networks and computers that will support the systems,
- Inform about how to use or change existing State systems to support CVISN concepts and scenarios;
- Inform about management and technical planning related to how the State will incrementally deploy CVISN capabilities and systems;
- Be consistent with National Intelligent Transportation Systems and CVISN architectures and available standards, and promote interoperability and efficiency to the extent practical and required by law; and
- Gain FMCSA PP/TLD approval for the State.

## **A-2 Department of Information Technology and Technology Status**

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

### **A-2.1 Technical Architecture**

Components of the State's technical architecture include:

- **State Network Environment:** The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines, wireless, Voice over IP (VOIP) and VPN technologies. Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). Direct support is provided for twenty-one partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.
- **Internet Access:** All State agencies are connected to the State's intranet which is being redesigned to function as the statewide core network in addition to facilitating access to e-mail, the Internet, and the State's financial applications. Some agencies additionally have their own Internet service providers. CJIS compliance is required in this effort.
- **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.

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

**A-2.2 Future Systems Environment**

Future design and development efforts should conform to the emerging environment as defined by current information technology initiatives, the New Hampshire Statewide Strategic Information Technology Plan, and the State's e-Government Architecture Plan.

This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-payment, content search), where possible.

**A-3 Related Documents Required at Contract time**

- a. Certificate of Good Standing (Appendix G-2-item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: [www.sos.nh.gov/corporate/Forms.html](http://www.sos.nh.gov/corporate/Forms.html)
- b. Certificate of Authority/Vote (Appendix G-2-Item B)
- c. Proof of Insurance compliant with Appendix H: *State of New Hampshire Terms and Conditions*.

**A-4 State Project Team**

State high-level staffing for the Project will include:

Project Managers

**Scott Bryer**  
New Hampshire Department of Safety  
33 Hazen Dr.  
Concord, NH. 03305  
Telephone: (603) 223-8081  
E-mail: [Scott.Bryer@dos.nh.gov](mailto:Scott.Bryer@dos.nh.gov)

**Lieutenant Nicole Armaganian**  
New Hampshire Department of Safety  
33 Hazen Dr.  
Concord, NH. 03305  
Telephone: (603) 223-8916  
E-mail: [Nicole.Armaganian@dos.nh.gov](mailto:Nicole.Armaganian@dos.nh.gov)

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The DoIT Information Technology Manager listed below will review all technical data before State acceptance.

**Bart Bronson**  
New Hampshire Information Technology  
33 Hazen Dr.  
Concord, NH 03305  
Telephone: (603) 230-3019  
E-mail: [Bart.Bronson@doit.nh.gov](mailto:Bart.Bronson@doit.nh.gov)

#### A-4.1 Project Sponsors

There will be two Project Sponsors:

**Director of Administration (currently vacant)**  
New Hampshire Department of Safety  
33 Hazen Dr.  
Concord, NH. 03305  
Telephone: (603) 223-8020

**Captain William Haynes**  
New Hampshire Department of Safety  
33 Hazen Dr.  
Concord, NH. 03305  
Telephone: (603) 223-6918  
E-mail: [William.Haynes@dos.nh.gov](mailto:William.Haynes@dos.nh.gov)

The Project Sponsors will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Managers, and assisting the State Project Managers in promoting the Project throughout the State. The Project Sponsors or appropriate designees will be available to resolve issues on a timely basis.

#### A-4.2 State Project Managers

The State Project Managers will be responsible for:

- Leading the Project,
- Engaging and managing the Vendor,
- Managing significant issues and risks,
- Managing stakeholders' concerns, and
- Ensuring that the project is completed to the satisfaction of all parties and in a timely manner.

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

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

**B-1 Submission requirements**

- The Proposal is date and time stamped before the deadline as defined in Section 2: *Schedule of Events*. The Vendor has sent the proper number of copies with the original version of the Proposal marked "ORIGINAL" and the copies marked "COPY" as defined in Section 4.1: *Proposal Submission, Deadline, and Location Instructions*.
- The original Proposal includes a signed Transmittal Form Letter accepting all terms and conditions of the RFP without exception.

**B-2 Compliance with System Requirements**

Requirements and Deliverables are listed in Appendix C: *Requirements and Deliverables*. The proposed Vendor's Solution must be able to satisfy all of mandatory requirements, or other conditions listed.

**B-3 Proposed Project Team**

Vendor key personnel for this project are defined as one (1) Project Manager and one (1) Business Analyst. These key personnel will comprise the selected Vendor's core team. No subsequent substitutions may be made to the key personnel designated in the Vendor's proposal made in response to this RFP without the prior approval of DOS.

The Vendor project manager will have overall project responsibility for all Vendor project management and development staff and their activities. The Vendor project manager will work closely with members of the DOS project management team.

It is highly recommended that each of the Vendor personnel resources proposed by the Vendor possess the qualifications and experience noted below. The project manager in particular should have had significant responsibility for managing projects similar in size, scope and complexity of functionality. Experience with the management, development and support of relevant State or federal Web application projects are preferred. The intention of the following table is to define the roles and responsibilities the State is expecting, rather than the discreet number of individuals.

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Key Personnel	Qualifications
Project Manager	<ul style="list-style-type: none"> <li>- Minimum seven (7) years of information technology experience, including three (3) years of project management experience on complex client server and/or web based applications managing the cost, schedule, and status analysis and risk reduction.</li> <li>- Responsibilities must have included developing a FMCSA approved Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD).</li> <li>- The project manager should also have had significant responsibility for a project similar in size, functionality and scope.</li> </ul>
Business Analyst	<ul style="list-style-type: none"> <li>- Minimum of six (6) years of experience as a Business Analyst associated with current requirements gathering techniques. Experience with developing a FMCSA approved Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD) is a plus.</li> <li>- Knowledge of databases, web technologies such as Microsoft .net, Visual Basic, C#, Java, ASP, XML, and documenting and writing interfaces preferred.</li> </ul>

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

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**APPENDIX C: REQUIREMENTS AND DELIVERABLES**

**C-1 SCOPE OF WORK**

The objective of this project is to develop a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD) that will be approved by the FMCSA. The design documents required by this RFP must comply with the specification documents described in the State of New Hampshire System Development Methodology and must include requirements located in Section C-3 below.

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

Vendors shall complete the requirements checklist Table C-2 General Requirements Vendor Response Checklist.

**Table C-2 General Requirements Vendor Response Checklist**

<b>REQ NO.</b>	<b>Table C-2 Requirements</b>	<b>Mandatory (M)/ Optional (O)</b>	<b>Comply Yes /No</b>	<b>Comments</b>
1	The Vendor shall participate in an initial Kick-off and Work Session meeting with stakeholders to initiate the Project.	<b>M</b>		
2	The Vendor shall provide Project Staff as specified in the RFP.	<b>M</b>		
3	Vendor shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall be available at all times through a vendor provided means such as Microsoft SharePoint or similar method.	<b>M</b>		
4	The Vendor will provide monthly status reports on the progress of the Project, which will include expenses incurred year to date.	<b>M</b>		
5	The Kickoff and Work Session meeting with stakeholders, and Exit meeting will be conducted in person and on site. The vendor is responsible for meeting documentation. The vendor may elect to host teleconferencing for other meetings in lieu of on-site meetings.	<b>M</b>		
6	Vendor shall assume responsibility for building and maintaining a current schedule of meetings with State Personnel.	<b>M</b>		

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**C-3 DELIVERABLES**

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

**Table C-3 Deliverables Vendor Response Checklist**

<b>Table C-3 Deliverables</b>	<b>Mandatory (M)/ Optional (O)</b>	<b>Comply Yes/ No</b>	<b>Comments</b>
1. Project Work Plan for the CVISN Program Plan/Top-Level Design (PP/TLD), which shall be available at all times through a vendor provided means such as Microsoft SharePoint or similar method.	<b>M</b>		
2. Status Meetings and reports: a) Project Kick-off and Work Session meeting and related documentation. b) Monthly status reports. c) Exit meeting and related documentation.	<b>M</b>		
3. NH CVISN requirements identified and listed in the PP/TLD.	<b>M</b>		
4. A draft of the State PP/TLD prior to submission to the FMCSA.	<b>M</b>		
5. The finalized State PP/TLD ready for submission to the FMCSA by 5/31/16.	<b>M</b>		
6. <i>If the finalized State PP/TLD provided by the vendor by 6/30/16 is not approved by the FMCSA, required revision(s) to the finalized State PP/TLD in order to obtain FMCSA approval.</i>	<b>M</b>		

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**C-4 CURRENT INTERFACES**

Vendors shall identify and document PP/TLD related interfaces, which may include but not be limited to the interfaces listed in Table C-4 Interfaces.

**Table C-4: Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD) Interfaces**

<b>AGENCY</b>	<b>SYSTEM/ SUBSYSTEM NAME</b>	<b>FUNCTION</b>	<b>FREQUENCY (DAILY, WEEKLY, MONTHLY, ANNUALLY, ETC.)</b>
<b>DOS</b>	<b>IPC IFTA Processing Consortium</b>	<b>International Fuel Tax Association reporting, credentialing, auditing</b>	<b>Real Time</b>
<b>DOS</b>	<b>IFTA Clearinghouse</b>	<b>Data uploads and review</b>	<b>Real Time</b>
<b>DOS</b>	<b>International Registration Plan (IRP)</b>	<b>IRP registration reporting, credentialing, auditing</b>	<b>Real Time</b>
<b>DOS</b>	<b>IRP Clearinghouse</b>	<b>Data uploads and review</b>	<b>Real Time</b>
<b>DOS</b>	<b>Driver Licensing</b>	<b>Licensing Status</b>	<b>Real Time</b>
<b>FMCSA</b>	<b>FMCSA (MCMIS / EMIS / L&amp;I / DataQs / QC / A&amp;I / SAFER / EDMS / HMPIP / InfoSys, NCCDB as required)</b>	<b>See Appendix A, Background Information, A.1, Department of Safety</b>	<b>Real Time</b>
<b>DOS</b>	<b>APSEN/equivalent</b>	<b>Inspection reports</b>	<b>Real Time</b>
<b>DOT</b>	<b>Overhaul</b>	<b>Oversize / overweight permits</b>	<b>Real Time</b>
<b>DOS (NH State Police Message Switch)</b>	<b>J-One</b>	<b>Respond to inquiries on NH Criminal History via NLETS</b>	<b>Real Time</b>
<b>DOS (NH State Police Message Switch)</b>	<b>J-One</b>	<b>Transmit information from Hist Respond to inquiries on NH Criminal History via NLETS</b>	<b>Real Time</b>

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

Vendors must limit narrative responses describing the 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.

Topic	Page Limit
<b>D-1 Proposed Solution</b>	
Topic 0 – Product Literature	1
Topic 1 – Project Execution	10
Topic 2 – Interfaces	3
Topic 3 – Status Meetings and Reports	3
Topic 4 – Risk and Issue Management	3
Topic 5 – Scope Control	2
Topic 6 – Preparation of State Staff	3
Topic 7 – Quality Assurance Approach	6
Topic 8 – Project Work Plan	No Limit

**D-1 PROPOSED SOLUTION**

This section provides a series of topics related to the proposed Requirements Documentation Solution that the State of New Hampshire will consider in the **Consulting Services to Develop a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD)**.

**Topic 0 – Product Literature**

Response Page Limit: 1

Provide an appendix with sales literature describing your experience with this type of project. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.

**Topic 1 – Project Execution**

Response Page Limit: 10

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

- Provide your Project Execution plans. For the plan provided:

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- a. Discuss cost implications of the plan, including implications on maintenance fees; and
- b. Address the level of risk associated with the plan.

## Topic 2 – Interfaces

Response Page Limit: 3

**The State will evaluate the quality and the nature of documenting required interfaces.**

- Current interfaces systems are in part listed in Section C-4 *Current Interfaces*. Some of these interfaces may no longer be needed when the new application(s) are implemented but others may also be recommended / required.

## Topic 3 – Status Meetings and Reports

Response Page Limit: 3 – Appendix Required

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

- The State believes that effective communication and reporting are essential to Project success. At a minimum, the State expects the following:
  - Kickoff and Work Session Meeting: Participants will include the State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
  - The Work Plan: must be available at all times through a vendor provided means such as Microsoft SharePoint or similar method, in accordance with the Contract.
  - Special Meetings: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
  - Exit Meeting: Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Vendor to prepare agendas, meeting backgrounds, and document meetings. Drafting of formal

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presentations, such as a presentation for the Kickoff and Work Session meeting, will also be a Vendor responsibility.

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

- a. Project status as it relates to Work Plan,
- b. Deliverables status,
- c. Accomplishments during month being reported,
- d. Planned activities for the upcoming monthly period,
- e. Future activities,
- f. Issues and concerns requiring resolution, and
- g. Report and remedies in case of falling behind Schedule.

Describe the process that will be employed. Be sure to cover the following:

- Timing, duration, recommended participants, and agenda for the Kickoff and Work Session meeting;
- Availability for special meetings; and
- Agenda for the Exit meeting.

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

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

#### **Topic 4 – Risk and Issue Management**

Response Page Limit: 3

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

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

**Topic 5 – Scope Control**

Response Page Limit: 2

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

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

**Topic 6 - Preparation of State Staff on the Project Team**

Response Page Limit: 3

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

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

**Topic 7 – Quality Assurance Approach**

Response Page Limit: 6

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

- The State has identified two categories of Deliverables:
  - Written Deliverables, such as the CVISN PP/TLD; and
  - Non-Software Deliverables, such as conduct of a Requirements gathering session.

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- Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:
  - Provision for State input to the general content of a Written Deliverable prior to production;
  - The standard for Vendor internal Review of a Written Deliverable prior to formal submission.

**Topic 8 - Work Plan**

Response Page Limit: None –

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

- The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
- Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Provide a sample of recently completed business requirements. Identify and discuss the following:
  - All assumptions upon which the Work Plan is based;
  - Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;

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- Assignments of members of the Vendor's team identified by role to specific tasks; and
  - Critical success factors for the Project.
- Discuss how this Work Plan will be used and State access to Plan details including resource allocation. Also, discuss frequency for updating the Plan regularly including how the Work Plan will be available at all times. Explain how the State will know whether the Project is on Schedule and within budget.

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

Vendor qualifications are important factors in selecting Vendor. To facilitate evaluation of Vendor qualifications, the State seeks information about:

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

This appendix identifies specific information that must be submitted.

**E-1 Required Information on Corporate Qualifications**

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

**E-1.1 Vendor and Subcontractors**

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

**E-1.1.1 Corporate Overview (2 page limit)**

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

**E-1.1.2 Financial Strength**

Provide at least one of the following:

1. The current Dunn & Bradstreet report on the firm; or
2. The firm's two most recent audited financial statements, and the firm's most recent un-audited quarterly financial statement; or
3. The firm's most recent income tax return. For example, either a copy of the IRS Form 1065, U.S. Return of Partnership Income or Schedule E (IRS Form 1040) Supplemental Income and Loss (for partnerships and S corporations), OR IRS Form 1120, U.S. Corporation Income Return. These forms are typically submitted when a Vendor does not have audited financial statements.

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**E-1.1.3 Litigation**

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

**E-1.1.4 Prior Project Descriptions (3 limited to 3 pages each)**

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

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

**E-1.1.5 Subcontractor Information**

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

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

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

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

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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:

**Developing a FMCSA approved Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD)**

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

**E-2.1 State Staff Resource Worksheet**

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

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

State Role	Interviews	Meetings	Document Review	Close Out	Total
Project Manager					
Position 1					
Position 2					
Position 3					
Position 4					
Position 5					
<b>State Total</b>					

**E-3 Candidates for Project Manager**

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

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

- The candidate’s educational background;
- An overview of the candidate’s work history;

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

**E-4 Candidates for key Vendor staff Roles**

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

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

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**APPENDIX F: PRICING WORKSHEETS**

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

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

The Vendor must include, within the Firm Fixed Price for IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

**Table F-1-1: Activities/Deliverables/Milestones Pricing Worksheet, Develop a Commercial Vehicle Information System and Network (CVISN) Program Plan/Top-Level Design (PP/TLD)**

Activity, Deliverable or Milestone	Delivery Type	Payment	Delivery Date
Project Work Plan	Written	10%	
Status Meetings and reports	Non-Software	10%	
NH CVISN requirements identified and listed in the PP/TLD.	Written	10%	
Draft of the State PP/TLD prior to submission to the FMCSA.	Written	10%	
Finalized State PP/TLD ready for submission to the FMCSA by 5/31/16	Written	10%	
PP/TLD approval by FMCSA	Non-Software	50%	
<b>TOTAL PP/TLD Requirements</b>		100%	

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

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

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

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

**F-3 Future Vendor Rates Worksheet**

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

**Table F-3: Future Vendor Rates Worksheet**

Position Title	SFY 2016	SFY 2017
Project Manager		
Position #1		
Position #2		
Position #3		

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APPENDIX G-2: CERTIFICATES

**A. *Certificate of Good Standing***

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 201X, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State  
State House Annex  
25 Capitol Street  
Concord, New Hampshire 03305  
603-271-3244

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

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

**B. *Certificate of Authority/Vote***

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

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

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

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**CERTIFICATE OF AUTHORITY/VOTE CHECKLIST**

**SOURCE OF AUTHORITY**

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

- (1) a **majority voted** at a meeting, or
- (2) the body provided **unanimous consent in writing**, or
- (3) the organization's **policy or governing document** (bylaws, partnership agreement, LLC operating agreement) authorizes the person to sign.

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

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

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

**APPROPRIATE PERSON SIGNED THE CERTIFICATE**

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

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

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

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials \_\_\_\_\_

Date \_\_\_\_\_

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

Contractor Initials \_\_\_\_\_

Date \_\_\_\_\_

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

Contractor Initials \_\_\_\_\_

Date \_\_\_\_\_

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## H 25 GENERAL CONTRACT REQUIREMENTS

### H-25.1 State of NH Terms and Conditions and Contract Requirements

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

### H-25.2 Vendor Responsibilities

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

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

### H-25.3 Project Budget/Price Limitation

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

### H-25.4 State Contracts

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

### H-25.5 Vendor Staff

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

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly

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respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

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

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

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

#### **H-25.6 Work Plan**

Vendor shall submit a preliminary Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. A final Work Plan will be due ten (10) business days after Contract award upon approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.

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

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its

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estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule affect the Project.

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

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

#### **H-25.7 Change Orders**

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

A Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to a Vendor's requested Change Order within five (5) business days. The State, which includes the requesting Agency and the Department of Information Technology, must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

#### **H-25.8 Deliverables**

The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in deliverable, in whole or in part.

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

**H-25.8.1 Written Deliverables Review**

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

**H-25.8.2 Software Deliverables Review**

This paragraph does not apply.

**H-25.8.3 Non-Software Deliverables Review**

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

**H-25.9 Licenses**

This paragraph does not apply.

**H-25.10 Administrative Specifications**

**H-25.10.1 Travel Expenses**

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

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

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**H-25.10.2 Shipping and Delivery Fee Exemption**

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

**H-25.10.3 Project Workspace and Office Equipment**

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

**H-25.10.4 Work Hours**

Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

**H-25.10.5 Access/Cooperation**

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

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

**H-25.10.6 State-Owned Documents and Data**

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

**H-25.10.7 This paragraph intentionally left blank.**

**H-25.10.8 This paragraph intentionally left blank.**

**H-25.10.9 Computer Use**

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

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

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

**H-25.10.10 Email Use**

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

**H-25-10.11 Internet/Intranet Use**

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

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**H-25.10.12 Regulatory/Governmental Approvals**

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

**H-25.10.13 Force Majeure**

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

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

**H-25.10.14 Confidential Information**

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

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

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

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disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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

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

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

This Contract Agreement, Appendix H Section H-25.10.14: Confidential Information shall survive the termination or conclusion of a Contract.

## **H-25.11 Pricing**

### **H-25.11.1 Activities/Deliverables/Milestones Dates and Pricing**

The Vendor must include, within the fixed price for service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools.

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A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: *Pricing Worksheets*.

**H-25.11.2 Invoicing**

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

**H-25.11.4 Overpayments to the Vendor**

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

**H-25.11.5 Credits**

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

**H-25.11.6 Records Retention and Access Requirements**

The Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Vendor Records Retention.

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by

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law, rule, regulation or Contract, as applicable. Access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

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

#### **H-25.11.7 Accounting Requirements**

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

#### **H-25.12 Termination**

This section H-25.10.14 shall survive termination or Contract conclusion.

##### **H-25.12.1 Termination for Default**

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

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

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

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

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

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

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

**H-25.12.2 Termination for Convenience**

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

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

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**H-25.12.3 Termination for Conflict of Interest**

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

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

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

**H-25.12.4 Termination Procedure**

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

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

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

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- e. Provide written certification to the State that Vendor has surrendered to the State all said property.

## **H-25.13 Limitation of Liability**

### **H-25.13.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price set forth in Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions.

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

### **H-25.13.2 The Vendor**

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in the Appendix H Contract Agreement - Sections 13: Indemnification and confidentiality obligations in Appendix H 25.10.14: Confidential Information, which shall be unlimited.

### **H-25.13.3 State's Immunity**

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

### **H.25.13.4 Survival**

This Contract Agreement, Section H-25.13: Limitation of Liability shall survive termination or Contract conclusion.

## **H-25.14 Change of Ownership**

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or

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immediately terminate the Contract without liability to the Vendor, its successors or assigns.

#### **H-25.15 Assignment, Delegation and Subcontracts**

The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void and may constitute an event of default at the sole discretion of the State.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date . In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Vendor that may arise from any event of default of the provisions of the Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

#### **H-25.16 Dispute Resolution**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

#### **H-25.17 Venue and Jurisdiction**

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

#### **H-25.18 Project Holdback**

Not applicable.

#### **H-25.19 Escrow of Code**

This paragraph does not apply.

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**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The time frame during which the Acceptance Test is performed.
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document.
<b>A&amp;I</b>	Analysis and Information Online.
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>Breach or Breach of Security</b>	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
<b>CCP</b>	Change Control Procedures.
<b>CR</b>	Change Request.
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or process once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>CJIS</b>	Criminal Justice Information System.
<b>Completion Date</b>	End date for the Contract.
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure under the Contract.
<b>Contract</b>	This 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.

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<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract.
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
<b>Contracted Vendor</b>	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>COTS</b>	Commercial off the Shelf.
<b>CR</b>	Change Requests.
<b>CRIS</b>	Criminal Records Information System.
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>CVIEW</b>	Commercial Vehicle Information Exchange Window.
<b>CVISN</b>	Commercial Vehicle Information System and Network.
<b>CVO</b>	Commercial Vehicle Operations.
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
<b>Deficiencies/Defects</b>	<p>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-</p>

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	<p>performance of the Service.</p> <p><b>Class C Deficiency</b> – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State.
<b>DoIT</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>DOS</b>	Department of Safety.
<b>EDMS</b>	Electronic Document Management System.
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
<b>EMIS</b>	Enforcement Management Information System.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
<b>Event of Default</b>	<p>Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder (“Event of Default”)</p> <ul style="list-style-type: none"> <li>a. Failure to perform the Services satisfactorily or on schedule;</li> <li>b. Failure to submit any report required; and/or</li> <li>c. Failure to perform any other covenant, term or condition of the Contract.</li> </ul>
<b>FAR</b>	Federal Acquisition Regulations.
<b>Firm Fixed Price (FFP) Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract.
<b>FMCSA</b>	Federal Motor Carrier Safety Administration

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<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
<b>GAAP</b>	Generally Accepted Accounting Principles.
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>HMPIP</b>	Hazardous Materials Package Inspection Program.
<b>IEEE</b>	Institute of Electrical and Electronics Engineers.
<b>IFTA</b>	International Fuel Tax Agreement.
<b>Implementation</b>	The process for making the System operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>InfoSys</b>	Information Systems.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved.
<b>IPC</b>	IFTA Processing Consortium.
<b>IRP</b>	International Registration Plan.
<b>J-One</b>	NH One Network Environment for Justice.
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
<b>L&amp;I</b>	Licensing and Insurance System.
<b>Licensee</b>	The State of New Hampshire.
<b>MCMIS</b>	Motor Carrier Management Information System.
<b>NCCDB</b>	The National Consumer Complaint Database.
<b>NLETS</b>	National Law Enforcement Telecommunication System.
<b>Non-Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
<b>Normal Business Hours</b>	Normal Business Hours – 8:15 a.m. to 4:15 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.

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<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
<b>OS/OW</b>	Oversize/Overweight.
<b>OVM</b>	Oracle/Linux solution.
<b>PHMSA</b>	US Department of Transportation, Pipeline and Hazardous Materials Safety Administration.
<b>PP/TLD</b>	Program Plan/Top-Level Design.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the project.

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<b>Proposal</b>	The submission from a Vendor in response to the Request for a proposal or statement of work.
<b>QC</b>	Query Central.
<b>Review</b>	The process of reviewing Deliverables for Acceptance.
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
<b>SAFER</b>	Safety and Fitness Electronic Records.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>SFY</b>	State Fiscal Year.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract.
<b>SharePoint</b>	Microsoft Office server web application platform
<b>Software Deliverables</b>	COTS Software and Enhancements.
<b>Software License</b>	Licenses provided to the State under this Contract.
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>SQL</b>	Structured Query Language.
<b>State</b>	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.

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<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <a href="#">RSA Chapter 91-A</a> .
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.
<b>State Project Leader</b>	State's representative with regard to Project oversight.
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined.
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	The duration of the Contract.
<b>Transition Services</b>	Services and support provided when the contracted vendor is supporting system changes.
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions

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	properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization.
<b>Vendor/Vendor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network.
<b>VOIP</b>	Voice over IP.
<b>VPN</b>	Virtual Private Network.
<b>Walk Through</b>	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development.
<b>Warranty Period</b>	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
<b>Warranty Releases</b>	Code releases that are done during the warranty period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:15 am and 4:15 pm, seven and one-half (7.5) hour days, thirty seven and one-half (37.5) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.