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PUBLIC UTILITIES COMMISSION
21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

April 22, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Public Utilities Commission (Commission) and the Department of Information Technology to exercise the first of two two-year extensions on a **sole source** contract with Spruce Technology, Inc., of Clifton, NJ (Vendor Code 281339), increasing the contract amount by \$177,694.00 to bring the total contract price from \$68,806.00 to \$246,500.00 and amending the scope of work to replace the database supporting the Commission's Consumer Services and External Affairs Division effective upon Governor and Council approval through December 31, 2021, with an option to extend the contract one additional time for two (2) years upon consent of both parties and Governor and Council approval. The original contract was approved by Governor and Executive Council on January 23, 2019 (Item 66).

Expenditures will be derived from 100% Other Funds from Utility Assessments.

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-ACCTG UNIT NAME CLASS- OBJECT-ACCOUNT DESC	Activity Code #	Amount
2019	01-03-03-030010-76810000 DoIT – IT for PUC 046-500465 Consultants	03810052	\$ 137,800
2019	01-03-03-030010-77030000 DoIT – IT Services & OPS 066-500545 Training	03810052	\$ 6,000
2019	01-81-81-810010-28120000 PUC – Office of the Commissioner 046-500465 Consultants	N/A	\$ 33,894
2019	Grand Total		\$ 177,694

Explanation

This is a **sole source** amendment to a contract with Spruce Technology, Inc. (Spruce) to develop a replacement database for the Commission's Consumer Services and External Affairs Division to track and monitor consumer interactions and outcomes and produce summary reports on activities. The Commission contracted with Spruce in 2018 after a competitive solicitation to develop a database for its Pipeline Safety Program and, later, its DigSafe Program. The new Consumer Interactions Management System will be built on the same platform, Microsoft Dynamics 365, and Spruce will leverage the knowledge and logic used by the Pipeline Safety and DigSafe databases to build comparable functionality for the Consumer Interactions Management System. As Spruce has gained first-hand knowledge of the State and Commission's business practices and requirements, contracting with Spruce will reduce costs associated with workflows, definitions, program defaults and integration. The Commission believes that a long term contract with an option to have Spruce maintain the system will be more cost-effective over time.

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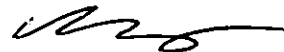
The Commission believes Dynamics 365 and the development of a database that takes advantage of the many features of Dynamics 365 will bring stability and consistency to the Commission's IT solutions. Over the past year, the Commission has developed an IT strategy for replacing its aging IT systems that are beyond end-of-life, replacing the most critical systems one by one, moving them from internal servers to cloud-based technology, and to mainstream software with an anticipated long-term lifespan. Pipeline Safety and DigSafe were first and will now be followed by the Consumer Interactions Management System. Next in line is a citizen portal that will allow convenient, timely and secure interaction with these systems (and others).

The Commission is evaluating a comprehensive Docket Management System, and the candidate systems typically have a variety of modules that handle electronic report filing, service list management, discovery management, contacts management, document collaboration, and the movement of public information from the Docket Management System to the Commission's Web Page, and Contacts Management. Further, DoIT is developing state-wide solutions for contact management, assessments and document collaboration. The availability of these other options will provide the Commission with a choice of platforms and solutions. However, the Commission believes that a Dynamics 365 solution may be required for Commission functions that are unique to this agency, such as for tracking and managing Utility Assessments, Energy Code Management, registration of Competitive Electric Providers and other competitive utilities, tracking and issuance of Sustainable Energy Rebates, and Renewable Energy Certificates. At this time, the Commission anticipates building on the Dynamics 365 foundation that Spruce has created to continue to replace all of the end-of-life databases and systems that will not be replaced by its proposed Docket Management System.


In support of its proposal to use Spruce as a **sole source** provider to create these solutions, the Commission notes that Spruce completed the Pipeline Safety and DigSafe projects on time, within budget, and in accordance with the scope of its contract. Under this contract, Spruce will develop a secure system, accessible from within the state network only, that will allow the Consumer Division to record consumer interactions and responses more effectively, enhance reporting and trend identification, improve security, logging, and PII identification and protection in compliance with current standards, and ensure system stability and availability while offering an advanced set of features, allowing the Commission and the Consumer Division to meet the Commission mission to accept and resolve consumer complaints regarding utility services and ensure utility compliance with the Commission's rules.

Your approval of our request is appreciated.

Respectfully submitted,



Martin P. Honigberg
Chairman
NH Public Utilities Commission



Denis Goulet
Commissioner
NH Department of Information Technology

RID 41666
Contract Number 2019-067-a

cc: Cindy Dotlich, IT Manager
DoIT Contracts and Procurements Manager via email to Irene.Koffink@doit.nh.gov



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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Denis Goulet
Commissioner

April 29, 2019

Debra Howland, Executive Director
Public Utilities Commission
State of New Hampshire
41 Fruit Street., Suite 10
Concord, NH 03301

Dear Executive Director Howland:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract agreement with Spruce Technology Inc, of Clifton, NJ as described below and referenced DoIT No. 2019-067A.

This is a request to enter into a contract amendment for the PUC develop a replacement database for the Commission's Consumer Services and External Affairs Division to track and monitor consumer interactions and outcomes and produce summary reports on activities.

The funding amount of this amendment is not to exceed \$246,500.00, increasing the current contract amount from \$68,806.00 to \$246,500.00 and shall become effective upon the date of the Governor and Executive Council approval through December 31, 2021.

A copy of this letter should accompany the Public Utilities Commission's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2019-067A
RID 41666

cc: Cindy Dotlich, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
DYNAMICS 365 EXPANSION
CONTRACT 2019-067
AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2019-067 PUC Safety Database Scheduler, Violation, Inspection and Federal Reporting Tracker, on January 23, 2019, Item #66 (herein after referred to as the "Agreement"), Spruce Technology Inc. (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of New Hampshire (hereinafter referred to as the "State"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and, terms and conditions of the contract; and

WHEREAS, the Department wishes to exercise one (1) of the two (2), two (2) year renewal options and extend the completion date from December 31, 2019 to December 31, 2021;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$177,694.00 to bring the total contract price from \$68,806.00 to \$246,500.00;

WHEREAS, The Vendor agrees to deliver a Consumer Interactions Management System for PUC.

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Agreement (Page 1) by extending the Completion Date from December 31, 2019 to December 31, 2021.
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$177,694.00 from \$68,806.00 to \$246,500.00.
3. The Agreement is further amended as described in Table 1:

Table 1

Contract #2019-067	AMENDED TEXT
Part 2:	
Section 1.2 ORDER OF PRECEDENCE	<p>Please add the following to the Order of Precedence:</p> <p>A. Phase A - Consumer Interactions Management System Requirements dated April 8, 2019</p> <p>B. Spruce Phase A - Consumer Interactions Management System Quote dated April 8, 2019</p>

C.B.

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITY COMMISSION
SAFETY DATABASE
CONTRACT 2019-067
AMENDMENT A**

	<p style="text-align: center;">C. Spruce Phase A - Consumer Interactions Management System Statement of Work (SOW) dated April 8, 2019</p>
<p>Section 4.5 STATE PROJECT MANAGER</p>	<p>4.5 STATE PROJECT MANAGER The State shall assign a Project Manager. The State Project Manager's duties shall include the following:</p> <ul style="list-style-type: none"> a. Leading the Project; b. Engaging and managing all Contractors; c. Managing significant issues and risks; d. Reviewing and accepting Contract Deliverables; e. Invoice sign-offs; f. Review and approval of Change Request; and g. Managing stakeholders' concerns. <p>The Public Utilities Commission Project Manager for the Safety Database and all related Scope of Work is:</p> <p style="text-align: center;">Randall Knepper Director, Safety & Security 21 S. Fruit Street, Suite 10 Concord, New Hampshire 03301 Tel: 603-271-2431 Email: Randy.Knepper@puc.nh.gov</p> <p>The Public Utilities Commission Project Manager for the Consumer Interactions Management System and all related Scope of Work is:</p> <p style="text-align: center;">Kath Mullholand Director, Regulatory Innovation and Strategy 21 S. Fruit Street, Suite 10 Concord, New Hampshire 03301 Tel: 603-834-0676 Email: Kathryn.Mullholand@puc.nh.gov</p> <p>The Department of Information Technology Project Manager for the entire contract Scope of Work is:</p> <p style="text-align: center;">Cindy Dotlich IT Manager 21 S. Fruit Street, Suite 10 Concord, New Hampshire 03301 Tel: 603-271-6320 Email: Cindy.Dotlich@doit.nh.gov</p>

CSB

STATE OF NEW HAMPSHIRE
PUBLIC UTILITY COMMISSION
SAFETY DATABASE
CONTRACT 2019-067
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<p>Contract #2019-067</p> <p>Part 3:</p> <p>Exhibit A Section 1.2 Deliverables, Milestones, and Activities Schedule</p>	<p>AMENDED TEXT</p>																																																																											
<p>Exhibit B Section 1.1 Payment Schedule</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 45%;">Activity, Deliverable, or Milestone</th> <th style="width: 15%;">Deliverable Type</th> <th style="width: 15%;">Projected Delivery Date</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td colspan="5" style="text-align: center;">CONSUMER INTERACTIONS MANAGEMENT SYSTEM</td> </tr> <tr> <td style="text-align: center;">12</td> <td>PUC Approval of the Project Charter</td> <td style="text-align: center;">Written</td> <td style="text-align: center;">June 15, 2019</td> <td></td> </tr> <tr> <td style="text-align: center;">13</td> <td>Delivery of Sprint 3 – Sprint Reveal</td> <td style="text-align: center;">Written</td> <td style="text-align: center;">September 12, 2019</td> <td></td> </tr> <tr> <td style="text-align: center;">14</td> <td>PUC Signoff on User Acceptance Testing</td> <td style="text-align: center;">Written</td> <td style="text-align: center;">November 09, 2019</td> <td></td> </tr> <tr> <td style="text-align: center;">15</td> <td>Delivery of Reporting Training & Tip Sheet</td> <td style="text-align: center;">Written</td> <td style="text-align: center;">November 20, 2019</td> <td></td> </tr> <tr> <td style="text-align: center;">16</td> <td>Final PUC Signoff Following Production Release</td> <td style="text-align: center;">Written</td> <td style="text-align: center;">November 20, 2019</td> <td></td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 45%;">Activity, Deliverable, or Milestone</th> <th style="width: 15%;">Deliverable Type</th> <th style="width: 15%;">Projected Delivery Date</th> <th style="width: 20%;">Price</th> </tr> </thead> <tbody> <tr> <td colspan="5" style="text-align: center;">CONSUMER INTERACTIONS MANAGEMENT SYSTEM:</td> </tr> <tr> <td style="text-align: center;">12</td> <td>PUC Approval of the Project Charter</td> <td style="text-align: center;">Written</td> <td style="text-align: center;">June 15, 2019</td> <td style="text-align: right;">\$45,000.00</td> </tr> <tr> <td style="text-align: center;">13</td> <td>Delivery of Sprint 3 – Sprint Reveal</td> <td style="text-align: center;">Written</td> <td style="text-align: center;">September 12, 2019</td> <td style="text-align: right;">\$40,847.00</td> </tr> <tr> <td style="text-align: center;">14</td> <td>PUC Signoff on User Acceptance Testing</td> <td style="text-align: center;">Written</td> <td style="text-align: center;">November 09, 2019</td> <td style="text-align: right;">\$40,847.00</td> </tr> <tr> <td style="text-align: center;">15</td> <td>Delivery of Reporting Training & Tip Sheet</td> <td style="text-align: center;">Written</td> <td style="text-align: center;">November 20, 2019</td> <td style="text-align: right;">\$6,000.00</td> </tr> <tr> <td style="text-align: center;">16</td> <td>Final PUC Signoff Following Production</td> <td style="text-align: center;">Written</td> <td style="text-align: center;">November 20, 2019</td> <td style="text-align: right;">\$45,000.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">Total</td> <td style="text-align: right;">\$246,500.00</td> </tr> </tbody> </table>		Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date		CONSUMER INTERACTIONS MANAGEMENT SYSTEM					12	PUC Approval of the Project Charter	Written	June 15, 2019		13	Delivery of Sprint 3 – Sprint Reveal	Written	September 12, 2019		14	PUC Signoff on User Acceptance Testing	Written	November 09, 2019		15	Delivery of Reporting Training & Tip Sheet	Written	November 20, 2019		16	Final PUC Signoff Following Production Release	Written	November 20, 2019			Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	CONSUMER INTERACTIONS MANAGEMENT SYSTEM:					12	PUC Approval of the Project Charter	Written	June 15, 2019	\$45,000.00	13	Delivery of Sprint 3 – Sprint Reveal	Written	September 12, 2019	\$40,847.00	14	PUC Signoff on User Acceptance Testing	Written	November 09, 2019	\$40,847.00	15	Delivery of Reporting Training & Tip Sheet	Written	November 20, 2019	\$6,000.00	16	Final PUC Signoff Following Production	Written	November 20, 2019	\$45,000.00				Total	\$246,500.00
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<p>Exhibit B Section 1.3 Payment Schedule</p>	<table border="1"> <thead> <tr> <th>Phase</th> <th>Milestone Payments</th> <th>Not To Exceed Payment Amounts</th> </tr> </thead> <tbody> <tr> <td>Phase I: DigSafe</td> <td>Phase 1: Total Payment Amount</td> <td>\$68,806.00</td> </tr> <tr> <td>Phase A: Consumer Interactions Management System (CIMS)</td> <td>Milestone Payment 1</td> <td>\$45,000.00</td> </tr> <tr> <td>Phase A: CIMS</td> <td>Milestone Payment 2</td> <td>\$40,847.00</td> </tr> <tr> <td>Phase A: CIMS</td> <td>Milestone Payment 3</td> <td>\$40,847.00</td> </tr> <tr> <td>Phase A: CIMS</td> <td>Milestone Payment 4</td> <td>\$6,000.00</td> </tr> <tr> <td>Phase A: CIMS</td> <td>Milestone Payment 5</td> <td>\$45,000.00</td> </tr> <tr> <td></td> <td>Phase A: Total Payment Amount</td> <td>\$246,500.00</td> </tr> </tbody> </table>	Phase	Milestone Payments	Not To Exceed Payment Amounts	Phase I: DigSafe	Phase 1: Total Payment Amount	\$68,806.00	Phase A: Consumer Interactions Management System (CIMS)	Milestone Payment 1	\$45,000.00	Phase A: CIMS	Milestone Payment 2	\$40,847.00	Phase A: CIMS	Milestone Payment 3	\$40,847.00	Phase A: CIMS	Milestone Payment 4	\$6,000.00	Phase A: CIMS	Milestone Payment 5	\$45,000.00		Phase A: Total Payment Amount	\$246,500.00
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<p>Exhibit L Section 1 Training Services</p>	<p>Dynamics Reporting Training will include:</p> <ul style="list-style-type: none"> A. Creation of Views & Dashboards (For all 4 participants) B. Creation of Native Reports (For all 4 participants) C. Creation of SSRS based reports using Fetch XML (for 2 technical participants only) 																								
<p>Exhibit O Section 1.3 Payment Schedule</p>	<p>Attached are:</p> <ul style="list-style-type: none"> A. Exhibit H Requirements – Attachment 1 B. Contractor’s Certificate of Good Standing C. Contractor’s Certificate of Vote/Authority D. Contractor’s Certificate of Insurance E. Vendor Proposal F. Phase A - Consumer Interactions Management System Requirements dated April 8, 2019 G. Spruce Phase A - Consumer Interactions Management System Quote dated April 8, 2019 H. Spruce Phase A - Consumer Interactions Management System Statement of Work (SOW) dated April 8, 2019 																								

C.B.

STATE OF NEW HAMPSHIRE
PUBLIC UTILITY COMMISSION
SAFETY DATABASE
CONTRACT 2019-067
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<p>Contract #2019-067</p>	<p>AMENDED TEXT</p>
<p>Part 3:</p>	
<p>Attachment F</p>	<p>Phase A - Consumer Interactions Management System Requirements dated April 8, 2019</p> <p style="text-align: center;">1. PROJECT OVERVIEW</p> <p>The Public Utilities Commission (Commission or PUC) Consumer Services and External Affairs Division is seeking to procure a Software system and associated Services for the commission to establish secure, auditable systems accessible from inside the state network only, that allow for data input, maintenance, archiving, searching, analysis, and reporting related to consumer interactions.</p> <p>The Consumer Services and External Affairs Division's mission includes helping utility customers resolve disputes with regulated utility companies and utility service providers including electric, natural gas, telephone, water and sewer providers. Specifically, the Division:</p> <ul style="list-style-type: none"> • Acts as a mediator to help resolve disputes between customers and regulated utility companies; • Assists customers in setting up payment plans for their utility bills; and • Investigates utility practices and brings regulatory action against utilities for practices that violate the Commission's rules. • In addition, the Division also provides resources and referrals to members of the public who contact the Commission with non-utility consumer questions. <p style="text-align: center;">2. CONSUMER INTERACTIONS DATABASE</p> <p>The Division wants to replace its existing Customer Interactions database with a complete, locally hosted solution that supports its analysts in their daily work, provides a system of record for these interactions and resolutions, and generates management reports. Currently there are six (6) analysts who use the system to track and process about 8,000 unique consumer interactions per year. They use the system to capture key identifying information about a consumer (who, what, where), using standard picklists where possible, and also capture lengthy descriptions and transcripts of interactions. They commonly attach documentation to interaction records, such as copies of emails, copies of bills and contracts, photos and other supporting material.</p> <p>The system shall allow attachments to contact records of media including documents, emails, images, audio or video documentation with sufficient meta-data to search for such data and files. Ideally, the system will automatically capture and use native meta-data from the email, document and media files to</p>

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	<p>construct a partial meta-data tag while also providing other standard and ad hoc manual tag capabilities. The system will also support editing of meta-data tags.</p> <p>All user entry and use of the system will be local, behind a firewall. The system shall support simultaneous use by as many as 25 users.</p> <p>The system shall support searches of about 100,000 historic database records (<i>i.e.</i>, approximately 6 years of records). Information entered into long text or memo fields must be searchable. The Division's existing system contains several years of data, some of which will be imported into the new system. This may involve combining data that is currently in multiple fields into single multi-entry fields.</p> <p>3. GENERAL REQUIREMENTS</p> <p>The Commission's Safety Division recently contracted for an MS Dynamics database to assist with gas pipeline and safety inspections, among other things. This system contains certain utility information, and users of that database would find useful the expanded utility information to be developed as part of this system (see BR 4.7, below).</p> <p>The timeframe for start of development is approximately June, 2019.</p>
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Business Requirements Traceability Matrix	
Section 1. General Requirements	
Req. No	
BR1.1	The following approach shall be followed for all of the deliverable requirements defined in sections B2 - B5:
BR1.1.1	Propose the best technical approach.
BR1.1.2	Explain why this is a best option.
BR1.1.3	Create the deliverable.
BR1.1.4	Conduct and pass a feature usability test with PUC end users.
BR1.1.5	Conduct and pass a user acceptance test with PUC end users and/or DoIT staff, as appropriate to each requirement.
Section 2. Special Considerations	
BR2.1.	The solution shall be a complete, cloud-based system.
BR2.2	The solution shall be an integrated set of components including a data repository, data input screens, a search capability, and a user-configurable reporting front end .
BR2.3	The Consumer Interactions solution shall accept attachments in the format of documents (Word, Google Docs, PDF), spreadsheets (Excel, Google Sheets), compressed audio (WAV, MP3, WMA), image (JPEG, BMP), and video (MOV, FLV). The solution shall also accept VoIP voicemails when VoIP is implemented.
BR2.4	The solution shall be capable of displaying text, imported email, documents, images, audio, video and tables within the application and application records.
Section 3. Consumer Interactions Database	
BR3.1	The Consumer Interactions database shall define a record as one episode of an interaction with one initial complainant and a defined scope or focus, with documentation captured, deleted or changed as the interaction status moves from initial receipt to final close.

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Business Requirements Traceability Matrix	
BR3.2	The Consumer Interactions database shall display in an organized and intuitive fashion all of the required data elements.
BR3.3	The vendor shall create intuitive data input screen that allow designated staff to add, delete and change information efficiently.
BR3.4	The databases shall contain picklists and type-ahead, auto-fill capabilities.
BR3.5	Permissions (such as Read only, Edit, Delete text, Edit and Delete picklists, workflows or business rules, Assign, Change and Delete permissions shall be assigned by role.
BR3.6	The Consumer Interactions database shall be capable of holding 100,000 records.
BR3.7	Data entered, changed or deleted by end users will update the database immediately when the user completes the entry.
BR3.8	The Consumer Services Division wants a database large enough to accommodate 6 years of records in one virtual location and wishes to discuss cost-effective server management for storage, archive and retrieval.
BR3.9	The Consumer Interactions database shall provide a limited functionality data entry screen for certain interactions into the database, namely the Front Desk Clerk's list of referred calls or transcribed voicemail notes.
BR3.10	The system shall support automatic creation, review by designated persons, sending and recording of emails or documents, such as letters, at specific points in the contact process.
BR3.10.1	The solution will include one acknowledgement email (to email/online interactions) and one follow up email (on open email/online interactions). Email templates should pull all required data from the system, and be available for automated generation and send, and for manually triggered generation and review prior to send.
BR3.10.2	The solution will include multiple versions of a closed letter on medical disconnect requests. These will also have the ability to be utility specific.
BR3.10.3	The solution will include three versions of a non-winter "important please call" letter for medical disconnection requests. These will also have the ability to be utility specific.
BR3.10.4	The solution will a director review letter on medical disconnects. These will also have the ability to be utility specific.
BR3.11	The database shall automatically save newly-added database content after an interval set by an administrator.
BR3.12	The database shall provide a mechanism, during the creation of a record, to determine that the interaction is unique.
BR3.13	The vendor shall perform required functions of a database administrator including but not limited to installation, configuration, upgrades, migration, backup and recovery, security, and performance monitoring until user acceptance.
Section 4. Reporting, Searching and Querying	
BR4.1	Users shall be able to enter <i>ad hoc</i> parameters for search and querying.
BR4.2	Users shall be able to select data items as well as data filters to be included in a report, and save the result as a named report
BR4.3	All users shall be able to see and choose a list of available reports on a selection screen.

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Business Requirements Traceability Matrix	
BR4.4	Users shall be able to create counts and totals of unique or non-unique occurrences of any data item value.
BR4.5	There shall be two reports – a public version and a notes version that would have to be reviewed -- to handle the removal of confidential information from right to know requests.
BR4.6	Long text fields (e.g., Notes and Resolution) shall be searchable by key word or phrase, and include Boolean commands such as AND, OR, NOT.
BR4.7	Define account entities to allow flexibility to include the existence of prior and/or subsequent brand names belonging to a master parent name. Include the implementation of search that will include results for any of the utility names.
BR4.8	Users shall have the option of retrieving the most recent open consumer interaction by searching on Primary Contact First Name/Last Name. Users shall also have the option of searching for all open, closed and archived contact records within a date range using Primary Contact First Name/Last Name and a secondary identifier, such as Address and Town/City, to disambiguate common names
BR4.9	Media that is not searchable, such as audio or images, shall be searchable by tags comprised of native metadata embedded in the image or recording.
Section 5. Authentication, Security and Traceability	
BR5.1	Authentication of the Consumer Interactions Database users shall be done using the State of NH Active Directory (AD) with the presentation to the user acting like a “single sign on” feature. User names and passwords for sign-on permission will be managed by the AD.
BR5.2	The Consumer Interactions database is required to be secure per HIPAA standards.
BR 5.3	Each edit to a record in the database shall capture who made a change and when the change occurred.

AMENDED TEXT	
Attachment G	Phase A - Consumer Interactions Management System Quote dated April 15, 2019

Table 2 CONTRACT HISTORY 2019-067 PUC Safety's Dynamics 365 Expansion

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2019-067	Original Contract	January 23, 2019, Item #66	December 31, 2019	\$68,806.00
2019-067A	Amendment A	Pending Approval	December 31, 2021	\$177,694.00
	CONTRACT TOTAL			\$246,500.00

Initial all pages
Vendor Initials C.B.
Date 4/24/19

C.B.

STATE OF NEW HAMPSHIRE
PUBLIC UTILITY COMMISSION
SAFETY DATABASE
CONTRACT 2019-067
AMENDMENT A

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Cs. Banyai
Csilla Banyai
Spruce Technology Inc.

Date: 4/24/2019

Corporate Signature Notarized:

STATE OF New Jersey
COUNTY OF Passaic

On this the 24th day of April, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Kristen M. Mazza
Notary Public/Justice of the Peace

My Commission Expires:



State of New Hampshire

Martin P. Honigberg
Martin P. Honigberg
Chairman
State of New Hampshire
Public Utilities Commission

Date: 4/22/19

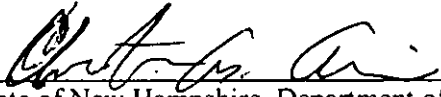
Denis Goulet
Denis Goulet
Commissioner
State of New Hampshire
Department of Information Technology

Date: 4/29/2019

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
DYNAMICS 365 EXPANSION
CONTRACT 2019-067
AMENDMENT A**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General



State of New Hampshire, Department of Justice

Date: 4/30/19

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____




State of New Hampshire Public Utilities Commission
Consumer Interactions Database
Business Requirements

April 8, 2019



Version 1.1

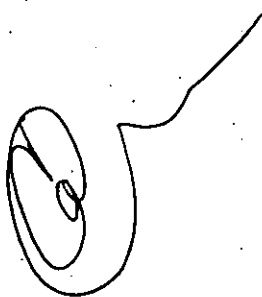
1. COVER PAGE

1.1. Roles and Contacts

Role	Name	Title
Executive Sponsor	Debra Howland 	Executive Director, Public Utilities Commission
Project Sponsor – Consumer Interactions Database	Amanda Noonan	Director, Consumer Services and External Affairs Division
Project Liaison	Kath Mullholand	Director, Regulatory Innovation and Strategy Division

1.2. Signatures

	Signatures	Date
Amanda Noonan		4/8/19
Kath Mullholand		4/8/19



2. INTRODUCTION

The Public Utilities Commission (Commission or PUC) Consumer Services and External Affairs Division is seeking to procure a Software system and associated Services for the commission to establish secure, auditable systems accessible from inside the state network only, that allow for data input, maintenance, archiving, searching, analysis, and reporting related to consumer interactions.

2.1. Project Overview

The Consumer Services and External Affairs Division's mission includes helping utility customers resolve disputes with regulated utility companies and utility service providers including electric, natural gas, telephone, water and sewer providers. Specifically, the Division:

- Acts as a mediator to help resolve disputes between customers and regulated utility companies;
- Assists customers in setting up payment plans for their utility bills; and
- Investigates utility practices and brings regulatory action against utilities for practices that violate the Commission's rules.

In addition, the Division also provides resources and referrals to members of the public who contact the Commission with non-utility consumer questions.

2.2. Consumer Interactions Database

The Division wants to replace its existing Customer Interactions database with a complete, locally hosted solution that supports its analysts in their daily work, provides a system of record for these interactions and resolutions, and generates management reports. Currently there are six (6) analysts who use the system to track and process about 8,000 unique consumer interactions per year. They use the system to capture key identifying information about a consumer (who, what, where), using standard picklists where possible, and also capture lengthy descriptions and transcripts of interactions. They commonly attach documentation to interaction records, such as copies of emails, copies of bills and contracts, photos and other supporting material.

The system shall allow attachments to contact records of media including documents, emails, images, audio or video documentation with sufficient meta-data to search for such data and files. Ideally, the system will automatically capture and use native meta-data from the email, document and media files to construct a partial meta-data tag while also providing other standard and ad hoc manual tag capabilities. The system will also support editing of meta-data tags.

All user entry and use of the system will be local, behind a firewall. The system shall support simultaneous use by as many as 25 users.

The system shall support searches of about 100,000 historic database records (*i.e.*, approximately 6 years of records). Information entered into long text or memo fields must be searchable. The Division's existing system contains several years of data, some of which will be imported into the new system. This may involve combining data that is currently in multiple fields into single multi-entry fields.

2.4. General Requirements

The Commission's Safety Division recently contracted for an MS Dynamics database to assist with gas pipeline and safety inspections, among other things. This system contains certain utility information, and users of that database would find useful the expanded utility information to be developed as part of this system (see BR 4.7, below).

The timeframe for start of development is approximately June, 2019.

APPENDICES

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- B.1. Background Information
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- B.3. Consumer Interaction Process Map
- B.4. Consumer Interactions Database – Required Changes

APPENDIX A -- BUSINESS REQUIREMENTS TRACEABILITY MATRIX

Business Requirements Traceability Matrix	
Section 1. General Requirements	
Reg. No	
BR1.1	The following approach shall be followed for all of the deliverable requirements defined in sections B2 - B7:
BR1.1.1	Propose the best technical approach.
BR1.1.2	Explain why this is a best option.
BR1.1.3	Create the deliverable.
BR1.1.4	Conduct and pass a feature usability test with PUC end users.
BR1.1.5	Conduct and pass a user acceptance test with PUC end users and/or DoIT staff, as appropriate to each requirement.
Section 2. Special Considerations	
BR2.1.	The solution shall be a complete, cloud-based system.
BR2.2	The solution shall be an integrated set of components including a data repository, data input screens, a search capability, and a user-configurable reporting front end.
BR2.3	The Consumer Interactions solution shall accept attachments in the format of documents (Word, Google Docs, PDF), spreadsheets (Excel, Google Sheets), compressed audio (WAV, MP3, WMA), image (JPEG, BMP), and video (MOV, FLV). The solution shall also accept VoIP voicemails when VoIP is implemented.
BR2.4	The solution shall be capable of displaying text, imported email, documents, images, audio, video and tables within the application and application records.
Section 3. Consumer Interactions Database	
BR3.1	The Consumer Interactions database shall define a record as one episode of an interaction with one initial complainant and a defined scope or focus, with documentation captured, deleted or changed and as the interaction status moves from initial receipt to final close.
BR3.2	The Consumer Interactions database shall display in an organized and intuitive fashion all of the required data elements.
BR3.3	The vendor shall create intuitive data input screen that allow designated staff to add, delete and change information efficiently.
BR3.4	The databases shall contain picklists and type-ahead, auto-fill capabilities.
BR3.5	Permissions (such as Read only, Edit, Delete text, Edit and Delete picklists, workflows or business rules, Assign, Change and Delete permissions) shall be assigned by role.
BR3.6	The Consumer Interactions database shall be capable of holding 100,000 records.
BR3.7	Data entered, changed or deleted by end users will update the database immediately when the user completes the entry.

Business Requirements Traceability Matrix	
BR3.8	The Consumer Services Division wants a database large enough to accommodate 6 years of records in one virtual location and wishes to discuss cost-effective server management for storage, archive and retrieval.
BR3.9	The Consumer Interactions database shall provide a limited functionality data entry screen for certain interactions into the database, namely the Front Desk Clerk's list of referred calls or transcribed voicemail notes.
BR3.10	The system shall support automatic creation, review by designated persons, sending and recording of emails or documents, such as letters, at specific points in the contact process.
BR3.10.1	The solution will include one acknowledgement email (to email/online interactions) and one follow up email (on open email/online interactions). Email templates should pull all required data from the system, and be available for automated generation and send, and for manually triggered generation and review prior to send.
BR3.10.2	The solution will include multiple versions of a closed letter on medical disconnect requests. These will also have the ability to be utility specific.
BR3.10.3	The solution will include three versions of a non-winter "important please call" letter for medical disconnection requests. These will also have the ability to be utility specific.
BR3.10.4	The solution will include a director review letter on medical disconnects. These will also have the ability to be utility specific.
BR3.11	The database shall automatically save newly-added database content after an interval set by an administrator.
BR3.12	The database shall provide a mechanism, during the creation of a record, to determine that the interaction is unique.
BR3.13	The vendor shall perform required functions of a database administrator including but not limited to installation, configuration, upgrades, migration, backup and recovery, security, and performance monitoring until user acceptance.
Section 4. Reporting, Searching and Querying	
BR4.1	Users shall be able to enter <i>ad hoc</i> parameters for search and querying.
BR4.2	Users shall be able to select data items as well as data filters to be included in a report, and save the result as a named report
BR4.3	All users shall be able to see and choose a list of available reports on a selection screen.
BR4.4	Users shall be able to create counts and totals of unique or non-unique occurrences of any data item value.
BR4.5	There shall be two reports -- a public version and a notes version that would have to be reviewed -- to handle the removal of confidential information from right to know requests.
BR4.6	Long text fields (e.g., Notes and Resolution) shall be searchable by key word or phrase, and include Boolean commands such as AND, OR, NOT.
BR4.7	Define account entities to allow flexibility to include the existence of prior and/or subsequent brand names belonging to a master parent name. Include the implementation of search that will include results for any of the utility names.
BR4.8	Users shall have the option of retrieving the most recent open consumer interaction by searching on Primary Contact First Name/Last Name. Users shall also have the option of searching for all open, closed and archived contact records within a date range using Primary Contact First Name/Last Name and a secondary identifier, such as Address and Town/City, to disambiguate common names.
BR4.9	Media that is not searchable, such as audio or images, shall be searchable by tags comprised of native metadata embedded in the image or recording.

Section 5. Authentication, Security and Traceability	
BR5.1	Authentication of the Consumer Interactions database users shall be done using the State of NH Active Directory (AD) with the presentation to the user acting like a "single sign on" feature. User names and passwords for sign-on permission will be managed by the AD.
BR5.2	The Consumer Interactions database is required to be secure per HIPAA standards.
BR5.3	Each edit to a record in the database shall capture who made a change and when the change occurred.

APPENDIX B – CONSUMER INTERACTIONS DATABASE

B.1. Background Information

Currently, the Consumer Services and External Affairs Division tracks all of its interactions with consumers regarding potential issues in a 20+ year old database. The database technology is .net SQL Server. It is two years past its end-of-life date, is difficult to change, is very sensitive to user error, and does not provide all of the capabilities that the Division requires to perform its mission efficiently.

The system is used by six Division staff members to document, investigate and resolve approximately 8,000 consumer interactions annually. Each record in the Division's database captures and maintains information regarding a customer contact related to a single issue, from initial receipt until final closure. Consumer interactions, including complaints, arrive at the Division from many sources, including direct phone conversations, voicemail messages, an electronic complaint form available on the Commission's website, email, in-person visits and US mail. Consumers include both residential utility users and commercial, municipal and agency utility users. Interactions may be resolved almost immediately or may not be resolved for many months. Although a single Division staff member may be assigned to a contact, frequently two or more staff may become involved and may make entries in the database. A single person may be the only contributor to the information collected, or many individuals (*i.e.*, members of the household, state representatives, business employees and contractors, social service agency representatives) may contribute information.

The Commission is also contacted in error by utility customers. Some call the Commission switchboard thinking they are calling the utility's customer service line. Others call the Commission before attempting to resolve an issue with the utility. These calls or visits are screened by the Front Desk staff who may capture the contact event but not refer the complainant to Consumer division staff if the contact is immediately resolvable. These brief contact notes should be captured in the system for tracking and reporting but will not be attached to a full interaction event record which is formally opened, documented and closed.

A data dictionary describing all of the fields in the current Consumer Services database is attached as Appendix B.4.

B.2. Goals and Objectives for the Consumer Interactions Database

It is expected that the Consumer Interactions solution will increase the efficiency of Division staff by making it easier to find, group and filter existing records, to create new records, and to attach non-text documentation to a record. Currently historic records must be archived; it is expected, however, that system capacity will accommodate six full years of history.

B.3. Consumer Interaction Process Map

B.3.1. Roles

- Front Desk – data entry into limited functionality input screen only
- Analyst – basic user

- Program Manager – basic user that can create tickets from a variety of sources
- Assistant Director/Director – basic user with supervisory functions
- Reports – Creation of standard reports from ad hoc baseline requests

B.4. Consumer Interactions Database – Draft Consumer Interactions Data Dictionary

Data Item Name	Format	Required?	Change Requested
Date Received	Date/time	Mandatory	Make this autofill defaulted to “today” but allow override
Method of Contact	Single choice picklist	Mandatory	
Received by	Single choice picklist	Mandatory	
Type of Contact	Single choice picklist	Mandatory	
Reason for Contact	Multiple choice picklist	One entry is Mandatory; subsequent entries are optional	Allow multiple optional entries after first entry.
Customer Type	Single choice picklist	Mandatory	
Utility Code	Multiple choice picklist	One entry is Mandatory; subsequent entries are optional	Allow multiple optional entries after first entry.
Utility Name	Auto-fill from Utility Code	One entry is Mandatory; subsequent entries are optional	Allow multiple optional entries after first entry
Utility Type	Auto-fill	One entry is Mandatory; subsequent entries are optional	Allow multiple optional entries after first entry.
Customer First Name	Manual Entry	Mandatory	
Customer Last Name	Manual Entry	Mandatory	
Customer Address	Manual Entry	Optional	
Customer City/Town	Calculate from zip code	Optional	Calculate from Zip Code but allow manual change or entry
Customer State	Calculate from zip code	Optional	Calculate from Zip Code but allow manual change or entry
Customer Zip	Manual entry	Optional	Zip code should auto-fill City/Town/State.

Data Item Name	Format	Required?	Change Requested
Company Name	Manual entry	Mandatory if this is a non-Residential complaint; suppress field if it is a residence	
Account number	Manual entry	Optional	No change
Contact notes	Manual entry, long text	Optional	
Customer Contact person	Manual entry	Optional	The current database is non-relational and requires separate fields for multiple entries of the same information. The new database must provide a running notation sub-table for recurring entries. This field, "Contact person," and the three fields below it are representative of a running sub-table where multiple entries may occur in the same field.
Contact phone 1	Manual entry	Optional	
Contact phone 2	Manual entry	Optional	
Contact email	Manual entry	Optional	
Staff Responding fields	ID by login	Mandatory	
Assigned Analyst (was called Staff Responding)	Single choice picklist	Mandatory (may be duplicated from above)	This is the primary analyst assigned to this contact.
Other Staff Responding (repeating field)	ID by log-in	Optional	This is an analyst other than the prime analyst assigned who may edit a record. Each contact subsequent to the first, for a given contact record, should contain the initials of staff who responded to the subsequent interactions, date/time and field changed or entered.
Date Responded	Date and time	Mandatory	Captured each time a contact record is opened and edited. Auto-fill but allow manual override, for example for notes taken on paper Day One and transcribed to the database on a subsequent date.
Comments	Long text	Mandatory	This text must be searchable
Waiting On	Single choice picklist	Optional	Entity responsible for providing more information

Data Item Name	Format	Required?	Change Requested
Waiting On Due Date	Date (calendar picklist)	Mandatory	Workflow to alert primary analyst when a due date is past
Resolution	Long text	Mandatory	This text must be searchable
Adjusted Amount	Currency	Optional	This is money refunded to a Customer. In the closing process. When a Date Closed is entered, prompt the user to enter Adjusted Amount, if relevant.
Date Closed	Date	Mandatory	Auto-fill with manual override
Date Reopened	Date	Optional	
Date Reclosed	Date	Optional	
Closed	Boolean	Mandatory	This status should be automatically set to "Yes" when a Date Closed is entered (or any event that is classified as starting the Close Contact process), but reset to "No" if a contact record is re-opened.
Escalation	Boolean	Optional	Indicates responsibility for this contact has been re-assigned to a higher level staff member.
Date Entered	Date	Mandatory	Date Escalation field is entered as "Yes"
Docket Type	Manual entry	Optional	
Docket Number	Manual entry	Optional	
Front Desk Interaction Date, Time and User	Auto fill, but editable	Mandatory for this type of interaction occurs	This field and the two below it will not be linked to a full interaction record. A Front Desk interaction is recorded and closed. If referred, the analyst taking the call opens a new ticket.
Front Desk Interaction Utility Name	Single choice picklist	Mandatory (list to include "Other" and "Unknown")	When picked, Utility customer service phone number is displayed.
Front Desk Interaction Customer Name	Manual entry	Mandatory	
Front Desk Interaction Customer Town	Manual entry	Optional	

Data Item Name	Format	Required?	Change Requested
Front Desk Interaction Reason for Contact	Single choice picklist	Mandatory	
Front Desk Interaction Contact Resolution	Multi-pick checklist	Mandatory	

Statement of Work

This Statement of Work ("SOW") outlines the Professional Services to be rendered by Spruce Technology Inc. (Spruce) with EIN# 20-5656502 and principal offices at 1149 Bloomfield Avenue, Suite G, Clifton, NJ 07012 to the New Hampshire Public Utilities Commission, Safety Division (PUC), pursuant to the contract award referenced DoIT No. ~~XXXXXX~~.

Summary:

Having recently prepared PUC's Pipeline Safety system for production and engaged with the Safety team for the development of an Underground Damage Prevention system, Spruce has gained a strong understanding of PUC's broader mission. Through the operations of numerous divisions, PUC works to ensure that customers of regulated utilities in New Hampshire receive safe, adequate and reliable service at reasonable rates. To further this mission, the Consumer Services and External Affairs Division at PUC (CSEA) helps customers resolve disputes with utility companies and service providers. Specifically, the Division:

- Acts as a mediator to help resolve disputes between customers and regulated utility companies including electric, natural gas, telephone, water and sewer providers;
- Assists customers in setting up payment plans for their utility bills; and
- Investigates utility practices and brings regulatory action against utilities for practices that violate the Commission's rules.

In addition, the Division also provides resources and referrals to members of the public who contact the Commission with non-utility consumer questions.

Today, CSEA fields a staff of six analysts to handle over 8,000 distinct consumer interactions per year. The Division is looking to leverage PUC's existing Microsoft Dynamics 365 Online infrastructure to replace the Agency's current Consumer Interactions application. This legacy system is used to capture some basic information regarding each consumer interaction, but cannot meet the strategic needs of the Division. CSEA requires a system that will provide robust management of contacts, case management workflow automation, strong analytical reporting, and other key features.

Having implemented the current Dynamics 365 Online environment for PUC, Spruce is uniquely positioned to deliver this new Consumer Interactions system for CSEA. The Spruce team will leverage our specific knowledge of the current PUC implementation, as well as our extensive Dynamics 365 Online case management experience to ensure the best possible result for New Hampshire. Our understanding of the Division's needs and the Agency's operations, combined with our experiences in Connecticut, the State of New York, the City of New York, and other public and private sector clients will allow us to quickly and effectively implement a solution that:

- Maximizes the capabilities of the Dynamics 365 out-of-the-box platform capabilities
- Provides a simple interface for CSEA users to input Consumer Interactions information

- Supports strong data management, search, reporting and security through the Dynamics 365 entity framework and class leading RBAC

Approach:

Spruce will use a light version of our proven hybrid delivery methodology for this project. During the initial phase of our engagement with PUC, many facets of this approach were leveraged with great success:

- Collaborative requirements and design allowed for rapid solutioning, and early launch of the build process
- Regular Sprint Reveals provided numerous forums for feedback to be received, synthesized and incorporated into the final product
- Integrated quality assurance allowed defects to be identified and corrected early, and iterative regression testing ensured the stability of the system even through many phases of change/enhancement

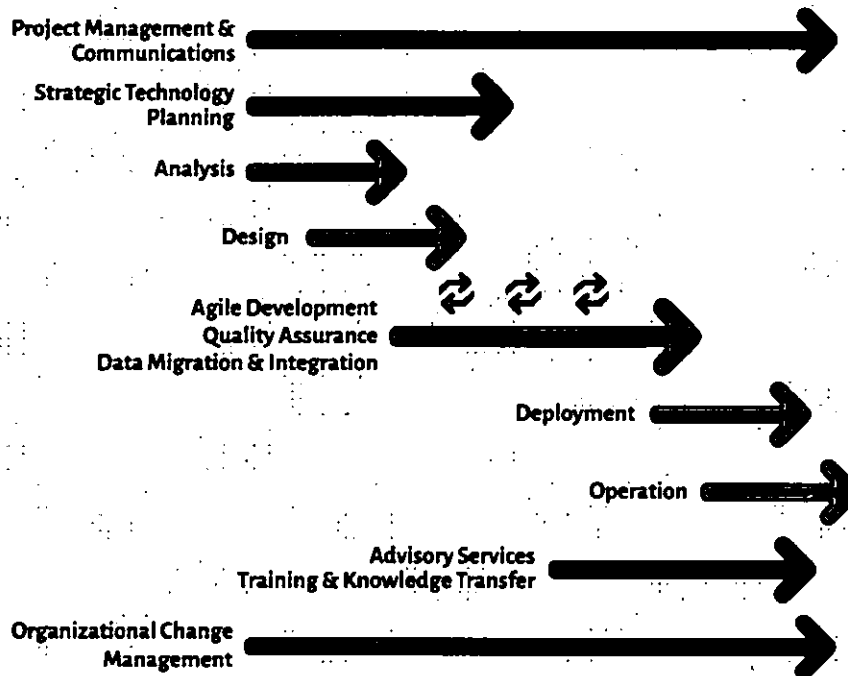
Also important for this project, however, will be architectural and strategic platform design decisions that ensure continued operational efficiency for ongoing projects in the Safety Division (also being delivered in Dynamics 365 Online):

- Dynamics 365 Organization and Business Unit hierarchy will be developed to drive security across the Agency's single tenant
- Master data may be identified and an enterprise strategy for the management of this data will be supported by the underlying design
- Sprint planning for all parallel projects must be coordinated to ensure the Agency's lower environments (as well as production) are managed in a controlled fashion

Finally, while coordination with the Safety Division's ongoing initiatives will be one key for the project's success, the PUC Dynamics 365 Online environment must also ensure its design takes into account the broader agency need.

With the successes and lessons learned from Spruce's engagements to date to guide our PUC Portal delivery, Spruce is very confident that our efforts with our PUC and DoIT counterparts will lead to even greater success. The **PUC Dynamics 365 Online Consumer Interactions System** will be delivered as a full lifecycle engagement, and will follow the same phases as our Safety Division initiatives:

Spruce Project Delivery Methodology



To begin the project, the Spruce team will engage PUC with a “Kick-off” meeting. This meeting and resultant follow-up initiation activities will result in a mature draft of the Project Charter. This document represents the core project management asset for the project, and will continue to evolve as the project lifecycle unfolds. The Project Charter includes:

- A project scope description
- A high level timeline and milestones
- Project roles and responsibilities
- A project communications plan
- An initial project risk register

Through the process of creating the Project Charter, and validating all project assumptions with PUC Leadership, the Spruce Delivery Lead will be properly set up to work effectively with the CSEA team. At a high level, the following expectations will be collaboratively vetted with PUC and further fleshed out as part of project initiation. PUC and DoIT personnel are expected to contribute to the following activities:

- **Discovery:** After initiation activities with leadership, and follow up activities with the PUC team (including technical support team and business process owners), the Spruce team will analyze and evaluate the Consumer Interactions System requirements, and assess those needs in the context of the Dynamics platform. The team will then review and validate our understanding with the CSEA team.

Client Personnel will **SUPPORT** the Spruce driven effort in Discovery. Note: some leadership will be required of PUC in project planning and management. The detailed project plan will be built to coordinate with that of the timeline for ongoing Safety Division initiatives.

- **Requirements and Design:** The Spruce team will engage with DoIT and business SMEs to determine and document detailed requirements for the system. At a point of approximately 80% requirements completion, the team will begin to define how these requirements will be implemented in the Spruce solution. The Spruce team will collaborate with both technical and business stakeholders to vet early design decisions, and begin to plan configuration sprints.

Client personnel will **SUPPORT** the Spruce driven effort in Requirements and Design. Note: some leadership will be required of PUC in the prioritization of requirements and decision making in regard to conflicting requirements. Spruce expects the State Project Manager to serve as a single point of decision making and sign-off.

- **Agile Build:** During the build phase, the Spruce team will maintain the vast majority of responsibility and leadership. PUC and DoIT personnel will be required to **SUPPORT** the build by the provision of feedback (in scheduled "Reveals"), continued decision making regarding requirement prioritization, and as-needed participation in quality activities. The Spruce team will work closely with the State Project Manager and designees to ensure proper planning for PUC and DoIT participation at this phase.
- **User Acceptance Testing:** PUC personnel will assume the **LEAD** role in user acceptance testing. Although Spruce will develop materials and scripts in advance, stage data for testing as appropriate, and provide facilitation for each testing session, PUC personnel will have accountability for testing. Once Spruce enters and analyzes the results, PUC will also have heavy participation in validating the individual findings for each suspected defect, and prioritizing remediation activities.
- **Internal State IT Support:** Although Spruce will lead in the implementation of the solution online, and the configuration of the Microsoft Dynamics 365 Online application, the State will maintain the **LEAD** role in ensuring access and support for all State IT assets. The State will manage all State hardware, ensure access to any required points of integration, assure firewall configuration, etc. Spruce will work to provide guidance and information, if requested by the DoIT support team, while the State provides all required hardware and connectivity.
- **Training:** During the project lifecycle, the State will only have a **SUPPORT** role in the training process. Spruce will take the lead, developing training plans, presentations and user guides, and performing training for PUC and DoIT users. Post production, the State will be responsible for ongoing training.
- **Knowledge Transfer (KT):** As part of the project plan, the Spruce team will work with PUC to identify the proper individuals to receive knowledge transfer from the Spruce delivery team. PUC will play a **SUPPORT** role in the knowledge transfer process, receiving walkthroughs, the documentation repository, and formal hand-off from Spruce. The PUC and DoIT teams will have the opportunity to ask questions and ensure clarity of information provided during the KT process.

Timeline:

Again, it is critical that the project timelines for the Consumer Interactions System and ongoing Safety Division initiatives be synchronized in order to ensure all dependencies are accounted for in the joint plan. The following timeline, therefore, will be adjusted as needed to accommodate the approved plan:

- Project Initiation: June 15, 2019
- Analysis Phase
 - Kick-off and follow-up activities: June 15, 2019 - June 18, 2019

- Discovery: June 18, 2019 - June 24, 2019
- Requirements & Design: June 25, 2019 - July 10, 2019
- Build Phase
 - Sprint 1: July 13, 2019 - July 31, 2019
 - Sprint 2: August 03, 2019 - August 21, 2019
 - Sprint 3: August 24, 2019 - September 12, 2019
 - Sprint 4: September 15, 2019 - November 02, 2019
- Deployment Phase
 - User Acceptance Testing: November 05, 2019 - November 09, 2019
 - Training: November 12, 2019 - November 14, 2019
 - Go-Live & Knowledge Transfer: November 15, 2019 - November 16, 2019

Deliverables:

The Spruce team will provide the following deliverables for the delivery of the PUC Dynamics 365 Online Consumer Interactions System:

Deliverable	Description
Project Charter	Primary project management asset including scope description, timeline and milestones, roles and responsibilities, communications plan and risk register.
Workflow Diagrams	Business process flows depicting the public's interaction with the CSEA and the interaction with the Consumer Interactions System. Business Process flows depicting the public's interaction with CSEA and the potential flow of information to other areas of PUC.
Data Dictionary	An element by element definition document for all data to be managed in the system.
User Stories	Granular, role based descriptions of discrete functions to be provided in the system. Spruce generally uses the industry standard format: <i>AS A <u>user role</u>, I WANT TO <u>perform an action</u> SO THAT <u>goal of the activity</u>.</i>
High Level Design Document	Technical design document showing how the solution has been configured in the Dynamics 365 platform. This document will include details on all customizations.
Quality Assurance Plan	Strategy document detailing how the system will be tested. Spruce uses an integrated Quality Assurance approach, in which testing is an embedded part of the build phase, and QA is completed on a Sprint by Sprint basis.

Test Cases	A listing of all individual scripts that will be used to test the system. At the end of the project, this document also serves as a report, showing the status of each case prior to UAT.
User Acceptance Test Script	A scripted user acceptance strategy detailing individual test scenarios on a role by role basis that will guide users through the full functional span of the application.
User Manual	A step by step guide including direct screen shots from the production application that will be used both as a training aid, and as a reference for users long-term.
Training Presentation	The training presentation is the primary tool used to show PUC how users will interact with the system.
Run Book	A brief document showing technical and power users the basics required to support the PUC Dynamics 365 Online system.

Team:

Spruce will engage PUC leveraging a team made up of the following roles:

- **Delivery Lead:** Primary point of contact for PUC and DoIT throughout delivery. The Spruce Delivery Lead manages our delivery effort, leads initiation, discovery, requirements and design activities, and acts as the final point of quality assurance for all deliverables and the system.
- **Technical Lead:** Senior technical specialist who will lead in the architecture of the system, ensure seamless integration with the Consumer Interactions System, and oversee technical quality.
- **Developer:** Primary technical resource who will build out the solution in the Dynamics 365 Online application, and ensure all defects are corrected in a timely manner.
- **QA Tester:** Primary quality assurance resource who will build out the test plan, write and execute all test scripts and guide PUC in user acceptance testing.
- **Addition Support:** The Spruce team will leverage our in-house Professional Services team to provide additional support as needed.

Scope:

The following table is a representative scope derived from the Consumer Interactions needs provided by the Division.

Requirement #	Requirement	Spruce Approach
BR1.1.1	Propose the best technical approach.	The Spruce team will leverage PUC's existing Dynamics 365 Online environment for all internal functionality, and the out-of-the-box portal for all public facing functionality. As in previous engagements, our design approach will aim to keep the solution 80% out-of-the-box or more. We will partner with PUC

		stakeholders to ensure we maintain the 80/20 implementation target.
BR1.1.2	Explain why this is a best option	By leveraging the existing environment and maintaining a high level of out-of-the-box functionality, the Spruce solution will be easily maintained by PUC.
BR1.1.3	Create the deliverable	The Spruce team will use our proven Hybrid Agile Delivery Methodology to create each deliverable for this project.
BR1.1.4	Conduct and pass a feature usability test with PUC end users.	As part of the Spruce approach, each configuration sprint is followed by a Sprint Reveal, which will be used to gather PUC feedback for each new feature implemented. As part of Spruce's standard approach, feedback is synthesized, and prioritized in collaboration with PUC. Items prioritized by PUC are implemented as part of subsequent sprints, and reviewed at the associated Reveals.
BR1.1.5	Conduct and pass a user acceptance test with PUC end users and/or DoIT staff, as appropriate to each requirement.	The Spruce approach includes Facilitated UAT. Our QA team will create a single set of UAT scripts (a subset of our own functional test scripts, organized by user role). The Spruce team will gather appointed PUC user acceptance testers into a conference room, and coordinate testing, using scripts on a role by role basis, so that the entire multi-role workflow(s) has been tested end-to-end for acceptance.
Section 2. Special Considerations		
BR2.1.	The solution shall be a complete, cloud-based system.	Dynamics 365 Online is a cloud-based platform.
BR2.2	The solution shall be an integrated set of components including a data repository, data input screens, a search capability, and a user-configurable reporting front end.	All components of the Spruce solution will be delivered within the Microsoft Dynamics 365 Online platform.
BR2.3	The Consumer Interactions solution shall accept attachments in the format of documents (Word, Google Docs, PDF), spreadsheets (Excel, Google Sheets), compressed audio (WAV, MP3, WMA), image (JPEG, BMP), and video (MOV, FLV). The	The Spruce team will use native Dynamics functionality for managing attachments in association with the related record. All required formats are supported (including VOIP voicemails saved as audio files).

	solution shall also accept VoIP voicemails when VoIP is implemented.	
BR2.4	The solution shall be capable of displaying text, imported email, documents, images, audio, video and tables within the application and application records.	All attached files (regardless of type) will be displayed as links in the associated record, and will open in the native application (or user selected default).
Section 3. Consumer Interactions Database		
BR3.1	The Consumer Interactions database shall define a record as one episode of an interaction with one initial complainant and a defined scope or focus, with documentation captured, deleted or changed and as the interaction status moves from initial receipt to final close.	Each discrete consumer interaction can be captured as a stand-alone record, complete with its own associated data and attachments. The Spruce solution will also support the association of multiple interactions through record relationships (i.e. via the consumer contact record).
BR3.2	The Consumer Interactions database shall display in an organized and intuitive fashion all of the required data elements.	The Spruce team will work with PUC stakeholder to ensure the proper information is displayed/is accessible at each point in the process when needed. Spruce extensively uses the out-of-the-box Business Process Flow as a graphical representation of a process, and also an intuitive guide for contextual data display.
BR3.3	The vendor shall create intuitive data input screen that allow designated staff to add, delete and change information efficiently.	The Dynamics 365 Online platform provides good flexibility in screen layout and design. The Spruce team will work with PUC stakeholders to ensure an efficient layout is selected, and best practices in information architecture are observed.
BR3.4	The databases shall contain picklists and type-ahead, auto-fill capabilities.	Spruce will leverage these capabilities as they are available out-of-the-box in Dynamics 365.
BR3.5	Permissions (such as Read only, Edit, Delete text, Edit and Delete picklists, workflows or business rules, Assign, Change and Delete permissions shall be assigned by role.	Dynamics 365 provides a class-leading Role Based Access Control (RBAC) framework.
BR3.6	The Consumer Interactions database shall be capable of holding 100,000 records.	The Dynamics 365 Online platform is scalable to well in excess of PUC's needs. Spruce has experience implementing solutions that process hundreds of thousands of records each month.

BR3.7	Data entered, changed or deleted by end users will update the database immediately when the user completes the entry.	All PUC users will enter data directly into the Dynamics 365 Online application, and saved changes are immediately available in the core of the system. Any record that is changed is automatically updated with the date of the change, and the user who made the change (records are updated upon save).
BR3.8	The Consumer Services Division wants a database large enough to accommodate 6 years of records in one virtual location and wishes to discuss cost-effective server management for storage, archive and retrieval.	As stated above, PUC has existing storage included in its current subscription for Dynamics 365 Online. For this requirement, Spruce will work with the agency to define and design an archiving strategy and mechanism (keeping in mind potential additional costs for storage over time). Spruce's effort estimate is based on the design of this facility only. Once the archiving solution has been designed, and governance has been put in place for the agency to manage aging data ad files, Spruce will work with PUC on the details for implementation separately (handled according to a standard change request process).
BR3.9	The Consumer Interactions database shall provide a limited functionality data entry screen for certain interactions into the database, namely the Front Desk Clerk's list of referred calls or transcribed voicemail notes.	The Spruce solution will include a streamlined data entry screen for specific user roles. These users will be able to interact with the system via a Team license, rather than a full license (Team licenses are typically \$8 – list price). All non-state users (i.e. consumers) will access role based system functionality via the portal, and will not require licenses.
BR3.10	The system shall support automatic creation, review by designated persons, sending and recording of emails or documents such as letters, at specific points in the contact process.	Configurable workflow, and automated email notifications are two of the key strengths of the Dynamics 365 Online platform. These requirements are configurable out-of-the-box. Additional configuration and/or development will be required to enable letters to be generated automatically, and potentially attached to templated emails. Any letter generated by the system will be presented to a user for review and potential modification prior to being sent to a consumer. Letters modified in this way will be uploaded into the system

		manually to assure completeness of the record.
BR3.10.1	The solution will include one Acknowledgement email (to email/online interactions) and one follow-up email (on open email/online interactions). Email templates should pull all required data from the system; and be available for automated generation and send; and for manually triggered generation, and review prior to send.	Automated email notifications are configurable out of the box in the Dynamics 365 platform. Some additional work may be required to support the program's specific process for interacting with consumers and reviewing automated notification prior to sending.
BR3.10.2	The solution will include multiple versions of a closed letter on medical disconnect requests. These will also have the ability to be utility specific.	Spruce will leverage the Dynamics 365 platform's native integration with MS Word for the creation of custom templates for this requirement. It is assumed that the multiple versions of this letter share nearly all system data elements in common.
BR3.10.3	The solution will include 3 versions of a non-winter "important please call" letter for medical disconnection requests. These will also have the ability to be utility specific.	Spruce will leverage the Dynamics 365 platform's native integration with MS Word for the creation of custom templates for this requirement.
BR3.10.4	The solution will include a director review letter on medical disconnect requests. This letter will also have the ability to be utility specific.	Spruce will leverage the Dynamics 365 platform's native integration with MS Word for the creation of custom templates for this requirement.
BR3.11	The database shall automatically save newly-added database content after an interval set by an administrator.	The auto-save interval in Dynamics 365 can be modified globally.
BR3.12	The database shall provide a mechanism, during the creation of a record, to determine that the interaction is unique.	The Spruce solution will include multiple data validation mechanisms to help PUC ensure the quality of data entered. Dynamics 365 offers "suggested values" based on existing records as a user begins to type, the system provides auto-filled

		fields based on other system values, and also encourages solution design that maximizes dropdowns and other managed fields. Upon selection of an existing Contact record, users will be presented with a recent interaction history, and have the ability to drill down into historical records.
BR3.13	The vendor shall perform required functions of a database administrator including but not limited to installation, configuration, upgrades, migration, backup and recovery, security, and performance monitoring until user acceptance.	As part of this engagement, the Spruce team will be responsible for the entire Dynamics 365 Online and portal environments end-to-end. During the engagement, the Spruce Delivery Lead will work with the State's Project Manager to define PUC's needs for ongoing production support (for continued upgrades, backup and recovery, security, monitoring, etc.).
Section 4. Reporting, Searching and Querying		
BR4.1	Users shall be able to enter <i>ad hoc</i> parameters for search and querying.	The Dynamics 365 Online platform provides Advanced Find for ad hoc searches. Spruce will also implement our multi-entity search solution for user friendly searches and results display.
BR4.2	Users shall be able to select data items as well as data filters to be included in a report, and save the result as a named report	The Dynamics 365 Online platform includes a powerful report wizard for users to generate canned reports.
BR4.3	All users shall be able to see and choose a list of available reports on a selection screen.	All reports are available via role-based security
BR4.4	Users shall be able to create counts and totals of unique or non-unique occurrences of any data item value.	This function is supported out of the box. (Note: Data in text fields is not available for manipulation in reporting – i.e. totals. Spruce's estimates and best practice design goals are based on the minimization of dependence upon text fields, and maximization of the program's use of structured data in the form of drop-downs, multi-select check lists, and dedicated fields types like numerics.)
	There shall be two reports – a public version and a notes version that would have to be reviewed to handle the removal of confidential information from right to know requests.	These are basic reports, that will be developed according to the program's specific requirements.

BR4.5	Long text fields (e.g., Notes and Resolution) shall be searchable by key word or phrase, and include Boolean commands such as AND, OR, NOT.	All text fields are searchable out-of-the-box.
BR4.6	Define account entities to allow flexibility to include the existence of prior and/or subsequent brand names belonging to a master parent name. Include the implementation of search that will include results for any of the utility names.	The Spruce team will extend the Account entity to include a fixed number of alternate utility names.
BR4.7	Users shall have the option of retrieving the most recent open consumer interaction by searching on Primary Contact First Name/Last Name. Users shall also have the option of searching for all open, closed and archived contact records within a date range using Primary Contact First Name/Last Name and a secondary identifier, such as Address and Town/City, to disambiguate common names.	Search, data view functionality, and Spruce's multi-entity search feature will be used to provide the best possible user experience and easy access to information.
BR4.8	Media that is not searchable, such as audio or images, shall be searchable by tags comprised of native metadata embedded in the image or recording.	Searches for attached files will provide the ability to include attributes of the associated record (the record to which the file is attached), and the file extension of the attachment (i.e. a user will be able to select file type = .WAV, and Call Reason = Medical Disconnect, or file type = .jpg, and city = Laconia). NOTE: Dynamics 365 is not a content management system. For more advanced content management functionality, Spruce generally recommends integration with SharePoint or other leading CMS. The Spruce multi-entity search feature will also be used to deliver this functionality.
Section 5. Authentication, Security and Traceability		
BR5.1	Authentication of the Consumer Interactions database users shall be done using the State of NH Active Directory (AD) with the presentation to the user acting	Spruce will leverage the existing Active Directory and Federated Services integration at PUC.

	like a "single sign on" feature. User names and passwords for sign-on permission will be managed by the AD.	
BR5.2	The Consumer Interactions database is required to be secure per HIPAA standards.	The Spruce team has extensive experience implementing Dynamics 365 Online solutions for public health organizations, and therefore are very familiar with how to ensure the observance of HIPPA standards. Our design approach follows Microsoft's best practice of applying a "least privileged" model to each role.
BR5.3	Each edit to a record in the database shall capture who made a change and when the change occurred.	This information is captured out-of-the-box

Assumptions:

Spruce's fixed price estimate for the services described above are based on the following assumptions:

- All technical environments, team access, facilities, on/off site work expectations, and other general project conditions will be substantially the same as for the PUC Safety Division initiatives.
- The State assumes responsibility for all data cleansing and formatting for legacy data migration. Manual data entry is not in scope for Spruce in this engagement, and any data to be ingested by the Spruce team will be provided in a format to be determined by Spruce.
- Spruce assumes that PUC will assign a single project manager for this engagement, and that single assignee will have authority to sign off on all Spruce deliverables and make any required decisions for the project.
- Integrations with external systems and/or telephony systems is out of scope for this engagement. The Spruce solution will be capable of VOIP integration, but will not be integrated during this initial Consumer Interactions project.
- Spruce assumes that an updated timeline will be provided in the Project Charter, and updated after the Analysis phase.



Investment Summary:

As accepted by the State in contract award referenced DoIT No. [REDACTED], the following GSA based rates govern the fixed price services provided by Spruce (Please Note: Spruce is foregoing its FY2019 hourly rate increase to ensure best pricing for this phase):

Pricing According to Approved FY2018 Rates

Role	Estimated Hours	Hourly Rate	Total Price
Delivery Lead	380	\$130.00	\$49,400.00
Technical Lead	100	\$140.00	\$14,000.00
Developer	676	\$120.00	\$81,120.00
QA Analyst	380	\$87.30	\$33,174.00
Total (USD)			\$177,694.00

The above fixed price amount will be billed to the Agency according to the following milestones:

- PUC Approval of the Project Charter: \$48,000.00
 - Delivery of Sprint 3 – Sprint Reveal: \$40,847.00
 - PUC Signoff on User Acceptance Testing: \$40,847.00
 - Final PUC Signoff Following Production Release: \$48,000.00
- Total: \$177,694.00

The undersigned have read, understood, and agreed to the terms and conditions herein:

Spruce Technology, Inc.

By: James Mahoney
Title: EVP, Professional Services
Date: 04/04/2019

NH Public Utilities Commission

By:
Title:
Date:

Cindy Dotlich

IT Manager, Agency Software Division
NH Department of Information Technology
603-271-6320 (w)
cindy.dotlich@doit.nh.gov

Price Quotation

Spruce is pleased to present this quote for **the definition, design and delivery of the Consumer Interactions System as defined in our corresponding Statement of Work to the New Hampshire Public Utilities Commission.**
This quote is valid until **July 3, 2019**. Please do not hesitate to reach out with any questions.

Fixed Price Estimate Based on Approved FY2018 Rates:

Role	Estimated Hours	Hourly Rate	Total Price
Delivery Lead	380	\$130.00	\$49,400.00
Technical Lead	100	\$140.00	\$14,000.00
Developer	676	\$120.00	\$81,120.00
QA Analyst	380	\$87.30	\$33,174.00
Total (USD)			\$177,694.00

Sincerely,



James Mahoney
EVP, Professional Services
Spruce Technology, Inc.
1149 Bloomfield Avenue, Clifton, NJ 07012
jmahoney@sprucetech.com

State of New Hampshire

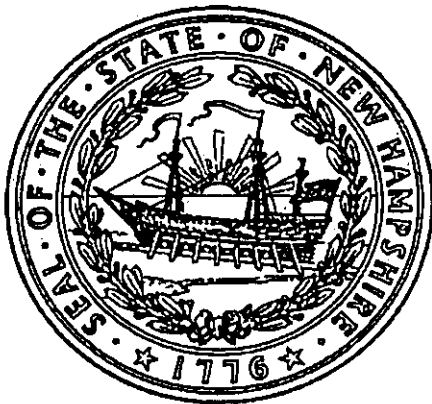
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPRUCE TECHNOLOGY INC is a New Jersey Profit Corporation registered to transact business in New Hampshire on November 20, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 782878

Certificate Number: 0004482172



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Certificate of Authority # 1

(Corporation or LLC - Non-specific, open-ended)

Corporate Resolution

I, Srinivasa Chintalapudi, hereby certify that I am duly elected Clerk/Secretary of
(Name)
Spruce Technology, Inc.. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on April 24, 2019
at which a quorum of the Directors/shareholders were present and voting.

Csilla Banyai, Sr. Director/
VOTED: That Business Manager (may list more than one person) is
(Name and Title)
duly authorized to enter into contracts or agreements on behalf of

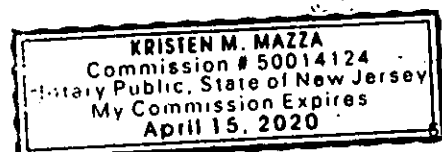
Spruce Technology, Inc. with the State of New Hampshire and any of
(Name of Corporation or LLC)

its agencies or departments and further is authorized to execute any
documents which may in his/her judgment be desirable or necessary to effect
the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full
force and effect as of the date of the contract to which this certificate is attached. I further
certify that it is understood that the State of New Hampshire will rely on this certificate as
evidence that the person(s) listed above currently occupy the position(s) indicated and that
they have full authority to bind the corporation. To the extent that there are any limits on the
authority of any listed individual to bind the corporation in contracts with the State of New
Hampshire, all such limitations are expressly stated herein.

DATED: April 24, 2019

ATTEST: 
(Name & Title) Srinivasa Chintalapudi,
EVP, Managing Partner, and
Corporate President





SPRUTEC-01

SBUDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.A. Faccibene & Assoc., Inc. 100 Merrick Rd Suite 526W Rockville Centre, NY 11570	CONTACT NAME: PHONE (A/C, No. Ext): (516) 766-3513	FAX (A/C, No.): (516) 766-3606
	E-MAIL ADDRESS: samantha@jafinsurance.com	
INSURED Spruce Technology, Inc. 1149 Bloomfield Ave. Suite G Clifton, NJ 07012	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property & Casualty Co of America	
	INSURER B: Phoenix Insurance Co.	
	INSURER C: Travelers Indemnity Company	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP-91N00287	05/31/2018	05/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA1L2007741815G	05/31/2018	05/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-IL270844	05/31/2018	05/31/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB1L20141A1815G	05/31/2018	05/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SEE ATTACHED FOR ADDITIONAL COVERAGES.

This certificate is evidencing coverage for the above named insured. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire, Department of Information
 Technology
 27 Hazen Drive
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jacobs & Faccibene



ADDITIONAL REMARKS SCHEDULE

AGENCY J.A. Faccibene & Assoc., Inc.		NAMED INSURED Spruce Technology, Inc. 1149 Bloomfield Ave. Suite G Clifton, NJ 07012	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CRIME:

The Travelers

Policy #: 105944207

05/31/18-05/31/19

Employee Theft: \$5,000,000/\$50,000 retention

Employee Theft at client premises: \$5,000,000/\$50,000 retention

Computer Crime: Computer Fraud: \$5,000,000/\$50,000 retention

Computer Program & Electronic Data Restoration Expense: \$500,000/\$1,000 retention Funds Transfer Fraud: \$5,000,000/\$50,000 retention

CYBER/E&O:

Travelers Property & Casualty

Policy #ZPL-61M99257

05/31/2018-05/31/2019

Cyber:

Security Breach Notification and Remediation Expenses Limit: \$1,000,000 Retention: \$50,000

Crisis Management Services Expenses Limit: \$1,000,000 Retention: \$25,000

Extortion Expenses Limit: \$1,000,000 Retention: \$10,000

Computer Program and Electronic Data Restoration Expenses Limit: \$500,000 Retention: \$10,000

E&O:

Aggregate Limit: \$5,000,000

Each Occurrence Limit: \$5,000,000

Retention: \$10,000

Errors & Omissions Liability: Included

Network and Information Security Liability: Included

Communications and Media Liability: Included

Employed Legal Professional Liability: Included



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

January 10, 2019

Debra Howland, Executive Director
Public Utilities Commission
State of New Hampshire
41 Fruit Street., Suite 10
Concord, NH 03301

Dear Executive Director Howland:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract agreement with Spruce Technology Inc, of Clifton, NJ as described below and referenced DoIT No. 2019-067.

This is a request to enter into a contract for the PUC Safety Dynamics 365 Expansion for the Dig Safe Underground Damage Prevention Program (UGDPP). This will allow the PUC to monitor all excavation activities in the State, leverage Dig Safe ticketing service to ensure proper permitting, and facilitates participation by utilities and works to fulfill their safety responsibilities.

The funding amount of this contract is not to exceed \$68,806.00 and shall become effective upon the date of the Governor and Executive Council approval through December 31, 2019.

A copy of this letter should accompany the Public Utilities Commission's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2019-067
RID: 39384

cc: Cindy Dotlich, IT Manager, DoIT

THE STATE OF NEW HAMPSHIRE

CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Kathryn M. Bailey
Michael S. Gialmo

EXECUTIVE DIRECTOR
Debra A. Howland



PUBLIC UTILITIES COMMISSION
21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

TDD Access: Relay NH
1-800-735-2964
Tel. (603) 271-2431
FAX (603) 271-3878
Website:
www.puc.nh.gov

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

January 9, 2019

Requested Action

Authorize the Public Utilities Commission (Commission) and the Department of Information Technology to enter into a **SOLE SOURCE** contract with Spruce Technology Inc., of Clifton, NJ (Vendor Code 281339) in an amount not to exceed \$68,806.00 to replace, implement and enhance the database supporting the Commission's Underground Damage Prevention Program (DigSafe Program) effective upon Governor and Council approval through December 31, 2019, with an option to extend up to two (2) times for two (2) years each upon consent of both parties and Governor and Council approval.

Expenditures will be derived from 100% Other (Agency Class 27) Funds. The Agency Class 027 used by the Commission to reimburse DoIT is 100% Federal Funds.

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT# DEPT NAME -ACCTG UNIT NAME CLASS -OBJECT ACCOUNT-DESC	JOB #	Amount
2019	01-03-03-030010-76810000 DoIT- IT for PUC 046-500465 Consultants	03810049	\$68,806.00

EXPLANATION

The Commission respectfully requests approval of a **SOLE SOURCE** contract with Spruce Technology Inc. (Spruce) to develop a replacement database for the Commission's DigSafe Program that captures and tracks violations and associated civil penalties. The Commission contracted with Spruce on a sole source basis for the following reasons. Spruce was contracted by the Commission in 2018 after a competitive solicitation to develop a database for its Pipeline Safety Program. The new DigSafe Database Program will be built on the same platform, Microsoft Dynamics 365, and Spruce will leverage the Pipeline Safety Database Program to build comparable functionality for the DigSafe Database Program. Having already gained first-hand knowledge of the Commission's Safety Division's business practices and requirements, contracting with Spruce will reduce costs associated with mapping workflows, definitions, setting program defaults, and integration.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
Page 2

Finally, Spruce completed the Pipeline Safety Database project on time, within budget and in accordance with the scope of its contract. Accordingly, the Commission selected Spruce for this next phase on a sole source basis.

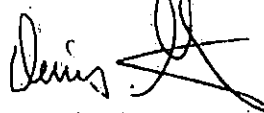
Under this contract, Spruce will develop a secure system, accessible from within the state network and remotely from field locations that allows for scheduling, inspection, violation tracking, enforcement, federal report tracking, and grant administration for the DigSafe program. The current DigSafe database system is nearing "end of life" and must be replaced so that the Commission can interface with the regional Dig Safe notification system, ensure proper permitting and participation by utilities, and effectively administer the DigSafe program.

Your approval of our request is appreciated.

Respectfully submitted,



Martin P. Honigberg
Chairman
NH Public Utilities Commission



Denis Goulet
Commissioner
NH Dept. of Information Technology

RID 39384
Contract Number: 2019-067

cc: Cindy Dotlich, IT Manager
DoIT Contracts and Procurements Manager – Irene Koffink@doit.nh.gov

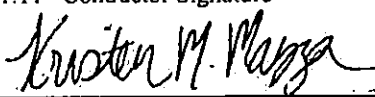
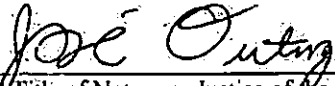
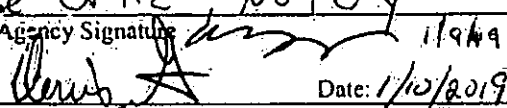
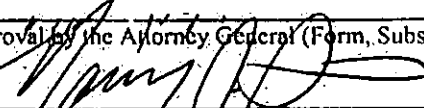
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Public Utilities Commission and Department of Information Technology		1.2 State Agency Address 21 S. Fruit St, Suite 10 Concord, NH 03301 and 27 Hazen Dr. Concord, NH 03301	
1.3 Contractor Name Spruce Technology Inc.		1.4 Contractor Address 1149 Bloomfield Ave, Ste G, Clifton, NJ	
1.5 Contractor Phone Number 862-225-9300	1.6 Account Number 01-03-03-030010-76810000 046-500465	1.7 Completion Date 12/31/2019	1.8 Price Limitation \$68,806.00
1.9 Contracting Officer for State Agency Martin P. Honigberg, Chairman of the Public Utilities Commission and Denis Goulet, Commissioner / Chief Information Officer DoIT		1.10 State Agency Telephone Number 603-271-2442 and 603-223-5703	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kristen Mazza, Director, Contracts	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Russell</u> On <u>January 8, 2019</u> , 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]  My Commission Expires <u>July 06, 2021</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Jose Ortiz Notary</u>			
1.14 State Agency Signature  Date: <u>1/10/2019</u>		1.15 Name and Title of State Agency Signatory Martin Honigberg, Chair, NH PUC	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>1/10/2019</u>			

1.18 Approval by the Governor and Executive Council *(if applicable)*

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

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.

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.

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
SAFETY DYNAMICS 365 EXPANSION
CONTRACT 2019-067
PART 2**

State of NH Contract 2019-067

IT Provisions – Part 2

Date: 1/8/19

Contractor Initials: DMH

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
SAFETY DYNAMIC 365 EXPANSION
DOIT 2019-067

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

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**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
SAFETY DYNAMIC 365 EXPANSION
DOIT 2019-067**

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**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
SAFETY DYNAMIC 365 EXPANSION
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PART 2 – INFORMATION TECHNOLOGY PROVISIONS

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**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
SAFETY DYNAMIC 365 EXPANSION
DOIT 2019-067**

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	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.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A Contract duly executed and legally binding.
API	Application Programming Interface
Appendix	Supplementary material that is collected and appended at the back of a document.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Authorized User	The Vendor's employees, Contractors, Subcontractors or other agents who need to access the State's Personal Data to enable Spruce Technology Inc. to perform the Services required.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
Breach or Breach of Security	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.
CCP	Change Control Procedures
Certification	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.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun.
Change Order	Formal Documentation prepared for a proposed change in the Specifications.

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
SAFETY DYNAMIC 365 EXPANSION
DOIT 2019-067**

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

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

State of NH Contract 2019-067

IT Provisions – Part 2

Date: VS/17

Contractor Initials: KMM

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
SAFETY DYNAMIC 365 EXPANSION
DOIT 2019-067**

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Cure Period	The thirty (30) day period following written notification of a default within which a Contracted Vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this Project for the State of New Hampshire.
Custom Software	Software developed by the Vendor specifically for this Project for the State of New Hampshire.
Data	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.
Data Breach	The unauthorized access by a non-authorized persons(s) that results in the use, disclosure or theft of the State's unencrypted Non-Public Data.
DBA	Database Administrator
Deficiencies/Defects	A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by Spruce Technology Inc. to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under <u>RSA chapter 21-R</u> by the Legislature effective September 5, 2008.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing".
DigSafe / One Call Center	Underground Damage Prevention Program.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DR	Disaster Recovery
Effective Date	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.
Encryption	Supports the transformation of Data for security purposes.
Enhancements	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.
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an Event of Default hereunder ("Event of Default"):

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	<p>a. Failure to perform the Services satisfactorily or on Schedule;</p> <p>b. Failure to submit any report required; and/or</p> <p>c. Failure to perform any other covenant, term or condition of the Contract.</p>
Firm Fixed Price Contract	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.
Fully Loaded	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.
GAAP	Generally Accepted Accounting Principles.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
GUI	Graphical user interface.
Harvest	Software to archive and/or control versions of Software.
HLD	High Level Design
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	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.
Input Validation	Ensure that the value entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
IP	Internet Protocol
Project Staff	Personnel identified by the State and by the Contracted Vendor as essential to work on the Project.
Licensee	The State of New Hampshire
LOC	Letter of Concern – Type of enforcement action used by the Safety Division

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MS	Microsoft
NIST	National Institute of Standards and Technology
Non-Exclusive Contract	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.
Non-Public Information	Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
NOPV	Notice of Probable Violation – Type of enforcement action used by the Safety Division.
NOV	Notice of Violation – Type of enforcement action used by the Safety Division.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Open Data Formats	A Data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in <u>RSA chapter 21-R:10</u> and <u>RSA chapter 21-R:11</u> .
Open Standards	Specifications for the encoding and transfer of computer Data that is defined in <u>RSA chapter 21-R:10</u> and <u>RSA chapter 21-R:13</u> .
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	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.
Order of Precedence	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.
PAAS	Platform as a Services
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	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.

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Project Managers	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).
Project Staff	State personnel assigned to work with the Vendor on the Project.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
PUC	Public Utilities Commission
QA	Quality Assurance
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of Reviewing Deliverables for Acceptance.
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	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.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
SAAS	Software as a Service
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
SDLC	Software Development Life Cycle
SLA	Service Level Agreement
SME	Subject Matter Expert
Software	All Custom Software and COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom Software and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Solution	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 RFP 2018-078.
Specifications	The written Specifications that set forth the requirements which include, without limitation, RFP 2018-078, the Proposal, the Contract, any performance standards,

State of NH Contract 2019-067

IT Provisions – Part 2

Date: 1/8/19

Contractor Initials:

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	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.
State	STATE is defined as: State of New Hampshire Public Utilities Commission Safety Division 21 S. Fruit St., Suite 10 Concord, New Hampshire 03301 AND: State of New Hampshire Department of Information Technology 27 Hazen Drive Concord, New Hampshire 03301 Reference to the term "State" shall include applicable agencies.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	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 <u>RSA chapter 91-A: Access to Governmental Records and Meetings</u> .
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, Spruce Technology Inc.'s hardware or exists in any system owned, maintained or otherwise controlled by the State or by Spruce Technology Inc..
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight.
State's Project Manager (PM)	State's representative with regard to Project Management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Request (CR).

State of NH Contract 2019-067
IT Provisions – Part 2
Date: 3/19
Contractor Initials: KMM

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Subcontractor	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.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: <ol style="list-style-type: none"> 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.
Test Plan	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.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when the Contracted Vendor is supporting system changes.
UI	User Interface
Unit Test	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing (UAT)	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.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/ Contracted Vendor	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.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Virtual Private Network (VPN)	Extends a private network across a public network, and enables users to send and receive Data across-shared or public networks as if their computing devices were directly connected to the private network

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Warranty Period	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.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 7:30 a.m. EST. and 5:00 p.m. EST., 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.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C: <i>System Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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PART 2 – INFORMATION TECHNOLOGY PROVISIONS

INTRODUCTION

This Contract is by and between the State of New Hampshire Public Utilities Commission and the State New Hampshire Department of Information Technology, ("State"), and Spruce Technology Inc., a Corporation, (Vendor Code 281339) ("Contractor"), having its principal place of business at 1149 Bloomfield Ave, Ste G, Clifton, NJ.

RECITALS

Whereas the State desires to have Spruce Technology Inc. provide the State of New Hampshire Public Utilities Commission comprehensive professional services to enhance, configure and develop the Microsoft Dynamics 365 environment for the Public Utilities Commission to establish a secure auditable system that is accessible from both within the state network and remotely from field locations that allows for scheduling, inspection, violation tracking and enforcement, federal report tracking and grant administration. Additionally, Spruce Technology will provide a boot camp workshop to train and develop the State of New Hampshire IT support staff allowing them to self-support and maintain additional database development not identified in this identified effort.

This contract is to leverage a previous contract that has been completed and implemented by Spruce Technology Inc. The previous contract was awarded to Spruce Technology Inc., after performing an extensive RFP process which has expired. This contract shall initially be used to enhance, improve and replace the Underground Damage Prevention Database maintained by the Safety Division of the NH PUC.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement 2019-067 is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirements
 - Exhibit I - Work Plan
 - Exhibit J- Software Agreement
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services

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Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- Vendor Proposal, by reference
Exhibit O- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. State of New Hampshire, Public Utilities Commission Contract Agreement 2019-067, including Parts 1, 2, and 3.
- b. Vendor Statement of Work to Public Utilities Commission dated October 8, 2018.
- c. State of New Hampshire, Public Utilities Commission – RFP Safety Database 2018-078.

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution 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 Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: *Completion Date*. The Term may be extended up to two (2) times for up to two (2) year term each (“Extended Term”), at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended term.

Spruce Technology Inc. shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require Spruce Technology Inc. to commence work prior to the Effective Date; however, if Spruce Technology Inc. commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Spruce Technology Inc.. In the event that the Contract does not become effective, the State shall be under no obligation to pay Spruce Technology Inc. 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.

Time is of the essence in the performance of Spruce Technology Inc.'s obligation under the Contract.

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3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price is identified in, Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*. Method of payment and terms of payment are identified and more particularly described in Part 1, P-37 - Section 5: *Contract Price and/Price Limitation/Payment*, and Part 3 - Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. Spruce Technology Inc. shall not be responsible for any delay, act, or omission of such other Contractors, except that Spruce Technology Inc. shall be responsible for any delay, act, or omission of the other Contractors if such delay, act, or omission is caused by or due to the fault of Spruce Technology Inc..

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both Spruce Technology Inc. and State personnel. Spruce Technology Inc. shall provide all necessary resources to perform its obligations under the Contract. Spruce Technology Inc. shall be responsible for managing the Project to its successful completion.

4.1 SPRUCE TECHNOLOGY INC.'S CONTRACT MANAGER

Spruce Technology Inc. shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Spruce Technology Inc.'s Contract Manager is:

Kristen Mazza
Director of Communications & Contracts
1149 Bloomfield Ave, Ste. G
Clifton, NJ 07012
Tel: 862-225-9302

James Mahoney
EVP, Professional Services
1149 Bloomfield Ave, Ste. G
Clifton, NJ 07012
Tel: 862-225-9300

4.2 SPRUCE TECHNOLOGY INC.'S PROJECT MANAGER

4.2.1 Spruce Technology Inc. shall assign a Project Manager who meets the requirements of the Contract. Spruce Technology Inc.'s selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Spruce Technology Inc.'s Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

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- 4.2.2 Spruce Technology Inc.'s Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Spruce Technology Inc.'s representative for all administrative and management matters. Spruce Technology Inc.'s Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Part 3 - Exhibit I: *Work Plan*, Section 2: *Contractor Roles and Responsibilities*. Spruce Technology Inc.'s Project Manager must be available to promptly respond during normal Business Hours within two (2) hours to inquiries from the State, and be at the site (or delegate) as needed. Spruce Technology Inc.'s Project Manager must work diligently and use his/ her best efforts on the Project.
- 4.2.3 Spruce Technology Inc. shall not change its assignment of the Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Spruce Technology Inc.'s Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of Spruce Technology Inc.'s Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Part 2, IT Provisions - Section 4.2.1: *Contract Project Manager*, and in Part 2, IT Provisions - Section 4.6: *Reference and Background Checks*, below. Spruce Technology Inc. shall assign a replacement of Spruce Technology Inc.'s Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and Spruce Technology Inc. shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.
- 4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Spruce Technology Inc. in default and pursue its remedies at law and in equity, if Spruce Technology Inc. fails to assign a Project Manager meeting the requirements and terms of the Contract.
- 4.2.5 Spruce Technology Inc. Project Manager is:

Samantha Kenney
1149 Bloomfield Ave, Ste. G
Clifton, NJ 07012
Tel: 862-225-9300
Email: SKenney@SpruceTech.com

4.3 SPRUCE TECHNOLOGY INC. CONTRACTOR PROJECT STAFF

- 4.3.1 Spruce Technology Inc. shall assign Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.3: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and

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background checks on Spruce Technology Inc.'s Project Staff. The State reserves the right to require removal or reassignment of Spruce Technology Inc.'s Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Part 2, IT Provisions - Section 4.6: *Background Checks*.

4.3.2 Spruce Technology Inc. shall not change any of Spruce Technology Inc. Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Spruce Technology Inc.'s Project Staff will not be unreasonably withheld. The replacement of Spruce Technology Inc.'s Project Staff shall have comparable or greater skills than of Spruce Technology Inc.'s Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Part 2, IT Provisions - Section 4.6: *Reference and Background Checks*.

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Spruce Technology Inc. in default and to pursue its remedies at law and in equity, if Spruce Technology Inc. fails to assign Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Spruce Technology Inc.'s replacement Project staff.

4.3.3.1 Spruce Technology Inc. Project Staff shall consist of the following individuals in the roles identified below:

Table 4.3.3.1: Spruce Technology Inc.'s Project Staff:

Member(s)	Title
Emir Sadikovic	Technical Architect
Bose Baggavarapu	Dynamics 365 Developer
Samantha Kenney	Lead Analyst
TBD	Quality Assurance Analyst

4.4 STATE CONTRACT MANAGER

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

**Julianne Pelletier
Business Manager
Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, New Hampshire 03301
Tel: 603-271-6008
Email: Julianne.Pelletier@puc.nh.gov**

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4.5 STATE PROJECT MANAGER

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Request; and
- g. Managing stakeholders' concerns.

The Public Utilities Commission Project Manager for the Safety Database and all related Scope of Work is:

**Randall Knepper
Director, Safety & Security
21 S. Fruit Street, Suite 10
Concord, New Hampshire 03301
Tel: 603-271-2431
Email: Randy.Knepper@puc.nh.gov**

The Department of Information Technology Project Manager for the entire contract Scope of Work is:

**Cindy Dotlich
IT Manager
21 S. Fruit Street, Suite 10
Concord, New Hampshire 03301
Tel: 603-271-6320
Email: Cindy.Dotlich@doit.nh.gov**

4.6 REFERENCE AND BACKGROUND CHECKS

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

The State may, at its sole expense, conduct reference and background screening of Spruce Technology Inc. Contractor Project Manager and Spruce Technology Inc. Project Staff. The State shall maintain the Confidentiality of background screening results in accordance with Part 2, IT Provisions - Section 10: *Use of State's Information, and Confidentiality.*

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5. DELIVERABLES

5.1 SPRUCE TECHNOLOGY INC.'S RESPONSIBILITIES

Spruce Technology Inc. shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

Spruce Technology Inc. may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. Spruce Technology Inc. must submit all information and Documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Spruce Technology Inc. to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

Spruce Technology Inc. shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Part 3 - Exhibit A: *Contract Deliverables*. Upon its submission of a Deliverable or Service, Spruce Technology Inc. represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from Spruce Technology Inc. that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Part 3 - Exhibit A: *Contract Deliverables*. The State will notify Spruce Technology Inc. in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Spruce Technology Inc.'s written Certification. If the State rejects the Deliverable, the State shall notify Spruce Technology Inc. of the nature and class of the Deficiency and Spruce Technology Inc. shall correct the Deficiency within the period identified in the Work Plan. If no period for Spruce Technology Inc.'s correction of the Deliverable is identified, Spruce Technology Inc. shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to Review the Deliverable and notify Spruce Technology Inc. of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Spruce Technology Inc. fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue Reviewing the Deliverable and require Spruce Technology Inc. to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Spruce Technology Inc. in default, and pursue its remedies at law and in equity.

5.4 SOFTWARE REVIEW AND ACCEPTANCE

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Part 3 - Exhibit F: *Testing Services*.

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6. SERVICES

Spruce Technology Inc. shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

6.1 ADMINISTRATIVE SERVICES

Spruce Technology Inc. shall provide the State with the administrative Services set forth in the Contract, and particularly described in Part 3 - Exhibit D: *Administrative Services*.

6.2 IMPLEMENTATION SERVICES

Spruce Technology Inc. shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Part 3 - Exhibit E: *Implementation Services*.

6.3 TESTING SERVICES

Spruce Technology Inc. shall perform testing Services for the State set forth in the Contract, and particularly described in Part 3 - Exhibit F: *Testing Services*.

6.4 MAINTENANCE AND SUPPORT SERVICES

Part 3 - Exhibit G: *System Maintenance and Support* are not applicable to this Contract.

6.5 WARRANTY SERVICES

Spruce Technology Inc. shall provide the State with Warranty Services set forth in the Contract, and particularly described in Part 3 - Exhibit K: *Warranty & Warranty Services*.

6.6 TRAINING SERVICES

Spruce Technology Inc. shall provide the State with training Services set forth in the Contract, and particularly described in Part 3 - Exhibit L: *Training Services*.

7. WORK PLAN DELIVERABLE

Spruce Technology Inc. shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Part 3 - Exhibit I: *Work Plan*. Spruce Technology Inc. shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Part 3 - Exhibit I: *Work Plan*. The updated Part 3 - Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Part 3 - Exhibit I: *Work Plan* shall not relieve Spruce Technology Inc. from liability to the State for damages resulting from Spruce Technology Inc.'s failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

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In the event of any delay in the Schedule, Spruce Technology Inc. must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Spruce Technology Inc. or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by Spruce Technology Inc. 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 Spruce Technology Inc.'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 Spruce Technology Inc.'s Work Plan or elements within the Work Plan.

8. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of Spruce Technology Inc.'s receipt of a Change Order, Spruce Technology Inc. shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the schedule, or the Work Plan.

Spruce Technology Inc. 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 Spruce Technology Inc.'s requested Change Order within five (5) business days. The State Agency, as well as 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 Spruce Technology Inc. to the State, and the State Acceptance of Spruce Technology Inc.'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.

9. INTELLECTUAL PROPERTY

9.1 SOFTWARE TITLE

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

Upon successful completion and/or termination of the Implementation of the Project, the State of New Hampshire shall own and hold all, title, and rights in any Software modifications developed

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in connection with performance of obligations under the Contract, or modifications to the State of New Hampshire's provided Software, and their associated Documentation.

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

9.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. 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. Spruce Technology Inc. shall not access State user accounts or State Data, except:

1. in the course of Data center operations,
2. in response to service or technical issues,
3. as required by the express terms of this Contract, or
4. at the State's written request.

9.3 CONTRACTOR'S MATERIALS

Subject to the provisions of this Contract, Spruce Technology Inc. may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, Spruce Technology Inc. shall not distribute any products containing or disclose any State Confidential Information. Spruce Technology Inc. shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Spruce Technology Inc. employees or third party consultants engaged by Spruce Technology Inc.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A: Access to Government Records and Meetings, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination Data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

9.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site <NH.GOV, etc.>, including copyright to all

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Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

9.5 CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchases Software development Service, which results in Custom Software, Spruce Technology Inc. shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid – up right and license to use, copy, modify and prepare derivative works of any custom developed Software. This section does not apply to Spruce Technology Inc.'s proprietary Software code.

9.6 SURVIVAL

This Contract Agreement – Part 2, IT Provisions - Section 9: *Intellectual Property* shall survive the termination of the Contract.

10. USE OF STATE'S INFORMATION AND CONFIDENTIALITY

10.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, Spruce Technology Inc. may gain access to information of the State, including State 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 Government Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). Spruce Technology Inc. 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 directly connected to and necessary for Spruce Technology Inc.'s performance under the Contract.

10.2 STATE CONFIDENTIAL INFORMATION

Spruce Technology Inc. shall maintain the Confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Spruce Technology Inc. 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:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving party in Breach hereof;
- b. was disclosed to the receiving party on a non-Confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party;

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- c. is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or
- d. is disclosed with the written consent of the disclosing party. 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 Confidential Information shall require the prior written approval of the State. Spruce Technology Inc. shall immediately notify the State if any request, subpoena or other legal process is served upon Spruce Technology Inc. regarding the State Confidential Information, and Spruce Technology Inc. shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, Spruce Technology Inc. shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.3 CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as Spruce Technology Inc. seeks to maintain the Confidentiality of its Confidential or proprietary information, Spruce Technology Inc. must clearly identify in writing all information it claims to be Confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Spruce Technology Inc. considers the Software and Documentation to be Confidential Information. Spruce Technology Inc. acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A: Access to Government Records and Meetings. The State shall maintain the Confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A: Access to Government Records and Meetings. In the event the State receives a request for the information identified by Spruce Technology Inc. as Confidential, the State shall notify Spruce Technology Inc. and specify the date the State will be releasing the requested information. At the request of the State, Spruce Technology Inc. shall cooperate and assist the State with the collection and review of Spruce Technology Inc.'s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Spruce Technology Inc.'s sole responsibility and at Spruce Technology Inc.'s sole expense. If Spruce Technology Inc. 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 Spruce Technology Inc., without any liability to Spruce Technology Inc.

10.4 SURVIVAL

This Contract Agreement – Part 2 IT Provisions - Section 10, *Use of State's Information, and Confidentiality*, shall survive termination or Conclusion of the Contract.

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11. LIMITATION OF LIABILITY

11.1 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 Spruce Technology Inc. shall not exceed the total Contract price set forth in Contract Agreement – Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*.

11.2 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.

11.3 SURVIVAL

This Contract Agreement – Part 2, IT Provisions - Section 11: *Limitation of Liability* shall survive termination or Contract Conclusion.

12. TERMINATION

12.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of Spruce Technology Inc. shall constitute an Event of Default hereunder ("Event of Default"):

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

12.1.1 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 Spruce Technology Inc. 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 Spruce Technology Inc. fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Spruce Technology Inc. notice of termination, at its sole discretion, treat the Contract as Breached and pursue its remedies at law or in equity or both.
- b. Give Spruce Technology Inc. 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 Spruce

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- Technology Inc. during the period from the date of such notice until such time as the State determines that Spruce Technology Inc. has cured the Event of Default shall never be paid to Spruce Technology Inc..
- c. Set off against any other obligations the State may owe to Spruce Technology Inc. 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 Spruce Technology Inc. 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.

12.1.2 Spruce Technology Inc. shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

12.2 TERMINATION FOR CONVENIENCE

12.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Spruce Technology Inc.. In the event of a termination for convenience, the State shall pay Spruce Technology Inc. the agreed upon price, if separately stated in this Contract, 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 under the Contract shall be paid, in whole or in part, generally in accordance with Contract Part 3 - Exhibit B, *Price and Payment Schedule*, of the Contract.

12.2.2 During the thirty (30) day period, Spruce Technology Inc. shall wind down and cease 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.

12.3 TERMINATION FOR CONFLICT OF INTEREST

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

In such case, the State shall be entitled to a pro-rated refund of any current development. The State shall pay all other Contracted payments that would have become due and

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payable if Spruce Technology Inc. did not know, or reasonably did not know, of the conflict of interest.

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

12.4 TERMINATION PROCEDURE

- 12.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Spruce Technology Inc. to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 12.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Spruce Technology Inc. shall:
- a. The State shall be entitled to any post-termination assistance generally made available with respect to the Service, unless a unique Data retrieval arrangement has been established as part of the SLA;
 - b. stop work under the Contract on the date, and to the extent specified, in the notice;
 - c. 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;
 - d. 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 Spruce Technology Inc. and in which the State has an interest;
 - e. during any period of Service suspension, Spruce Technology Inc. shall not take any action to intentionally erase any State Data;
 - f. transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
 - g. provide written Certification to the State that Spruce Technology Inc. has surrendered to the State all said property; and
 - h. assist in Transition Services, as reasonably requested by the State at no additional cost.
- 12.4.3 In the event of termination of any Service or Agreement in entirety, Spruce Technology Inc. shall not take any action to intentionally erase any State Data for a period of:

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- a. 10 days after the Effective Date of termination, if the termination is in accordance with the Contract period.
- b. 30 days after the Effective Date of termination, if the termination is for convenience.
- c. 60 days after the Effective Date of termination, if the termination is for cause.

12.4.4 After such period, Spruce Technology Inc. shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its Systems or otherwise in its possession or under its control:

- a. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- b. Spruce Technology Inc. shall implement an orderly return of State Data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State Data;
- c. Spruce Technology Inc. shall securely dispose of all requested Data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State; and
- d. Provide written Certification to the State that Spruce Technology Inc. has surrendered to the State all said property.

12.5 SURVIVAL

This Contract Agreement – Part 2 - IT Provisions - Section 12: *Termination* shall survive termination or Contract Conclusion.

13. CHANGE OF OWNERSHIP

In the event that Spruce Technology Inc. should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with Spruce Technology Inc., its successors or assigns for the full remaining term of the Contract; continuing under the Contract with Spruce Technology Inc., its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to Spruce Technology Inc., its successors or assigns.

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14. ASSIGNMENT, DELEGATION, AND SUBCONTRACTS

- 14.1** Spruce Technology Inc. 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 shall 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.
- 14.2** Spruce Technology Inc. shall remain wholly responsible for performance of the entire Contract even if 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 Spruce Technology Inc. of any of its obligations under the Contract nor affect any remedies available to the State against Spruce Technology Inc. that may arise from any Event of Default of the provisions of the Contract. The State shall consider Spruce Technology Inc. to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from the Contract.
- 14.3** Notwithstanding the foregoing, nothing herein shall prohibit Spruce Technology Inc. from assigning the Contract to the successor of all or substantially all of the assets or business of Spruce Technology Inc. provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Spruce Technology Inc. should change ownership, as permitted under Part 2, IT Provisions - Section 13: *Change of Ownership*, the State shall have the option to continue under the Contract with Spruce Technology Inc., its successors or assigns for the full remaining term of the Contract; continue under the Contract with Spruce Technology Inc., its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Spruce Technology Inc., its successors or assigns.

15. 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 under the Contract.

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

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Table 15.1: Dispute Responsibility and Schedule Table

LEVEL	SPRUCE TECHNOLOGY INC.	STATE	CUMULATIVE ALLOTTED TIME
Primary	Samantha Kenney Project Manager	Cindy Dotlich State Project Manager (PM)	5 Business Days
First	Emir Sadikovic Senior Director of Technology Services	Randall Knepper Director, Safety & Security Kath Mullholand Director, Regulatory, Innovation and Strategy Division	10 Business Days
Second	James Mahoney Vice President, Solutions & Professional Services	Debra Howland Executive Director	15 Business Days
Third	Srini Penumella CEO	Martin Honigberg, Commissioner PUC Denis Goulet Commissioner, DoIT	15 Business Days

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

16. IT STANDARDS AND PROCEDURES

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

16.1 COMPUTER USE

In consideration for receiving access to and use of the computer facilities, network, licensed or developed Software, Software maintained or operated by any of the State entities, Systems, equipment, Documentation, information, reports, or Data of any kind (hereinafter "Information"), Spruce Technology Inc. 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

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and non-State use and that at no time shall Spruce Technology Inc. access or attempt to access any information without having the express authority to do so.

- c. That at no time shall Spruce Technology Inc. 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 Spruce Technology Inc. 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. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any State equipment.
- e. That if Spruce Technology Inc. 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.

16.2 EMAIL USE

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

16.3 INTERNET/INTRANET USE

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

16.4 REGULATORY GOVERNMENT APPROVALS

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

17. GENERAL CONTRACT REQUIREMENTS

17.1 INSURANCE CERTIFICATE

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

17.2 EXHIBITS

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

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17.3 VENUE AND JURISDICTION

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

17.4 SURVIVAL

The terms, conditions and Warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of RFP Appendix H – Section H-25.12-14: *Confidential Information*; Part 1, P-37 General Provisions – Section 7: *Personnel*; Part 1, P-37 General Provisions – Section 13: *Indemnification*; Part 2, IT Requirements - Section 9: *Intellectual Property*; Part 2, IT Requirements - Section 10: *Use of State's Information and Confidentiality*; Part 2, IT Requirements – Section 11: *Limitation of Liability*; Part 2, IT Requirements – Section 12: *Termination*; and Part 3 - Exhibit K Section 2: *Warranty Period* which shall all survive the termination of the Contract.

17.5 FORCE MAJEURE

Neither Spruce Technology Inc. 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 Spruce Technology Inc.'s inability to hire or provide personnel needed for Spruce Technology Inc.'s performance under the Contract.

17.6 NOTICES

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 following addresses.

TO SPRUCE TECHNOLOGY INC.	TO STATE:
SPRUCE TECHNOLOGY INC ATTN. KRISTEN MAZZA 1149 BLOOMFIELD AVENUE SUITE G CLIFTON, NJ 07012 TEL: (862) 225-9302 E.MAIL: KMAZZA@SPRUCETECH.COM	STATE OF NEW HAMPSHIRE NH PUBLIC UTILITIES COMMISSION – IT MANAGER 21 FRUIT ST, SUITE 10 CONCORD, NEW HAMPSHIRE 03301 TEL: (603) 271-6320

18. DATA PROTECTION

18.1 DATA PROTECTION

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Protection of personal privacy and Data shall be an integral part of the business activities of Spruce Technology Inc. to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, Spruce Technology Inc. shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. Spruce Technology Inc. shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures Spruce Technology Inc. applies to its own Personal Data and Non-Public Data of similar kind.
- b. All Data obtained by Spruce Technology Inc. in the performance of this Contract shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, Spruce Technology Inc. is responsible for Encryption of the Personal Data.
- d. Unless otherwise stipulated, Spruce Technology Inc. shall encrypt all Non-Public Data at rest and in transit. The State shall identify Data it deems as Non-Public Data to Spruce Technology Inc.. The level of protection and Encryption for all Non-Public Data shall be identified and made a part of this Contract.
- e. At no time shall any Data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the Spruce Technology Inc. or any party related to Spruce Technology Inc. for subsequent use in any transaction that does not include the State.
- f. Spruce Technology Inc. shall not use any information collected in connection with the Service issued from this Proposal for any purpose other than fulfilling the Service.

18.2 DATA LOCATION

The Contractor shall provide its Services to the State and its end users solely from Data centers in the U.S. Storage of State Data at rest shall be located solely in Data centers in the U.S. the Contractor shall not allow its personnel or Contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. Data centers. the Contractor shall permit its personnel and Contractors to access State Data remotely only as required to provide technical support.

18.3 SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall inform the State of any Security Incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

- a. Incident Response: The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be

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handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.

- b. Security Incident Reporting Requirements: The Contractor shall report a Security Incident to the New Hampshire Cyber Integration Center (NH-CIC) immediately.

New Hampshire Cyber Integration Center (NH-CIC)
email: NH-CIC@doit.nh.gov
phone: 603-227-0087

- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any State content that is subject to applicable Data Breach notification law, the Contractor shall:
- i. Promptly notify the appropriate State Identified Contact within 24 hours or sooner, unless shorter time is required by applicable law; and
 - ii. Take commercially reasonable measures to address the Data Breach in a timely manner.

18.4 BREACH RESPONSIBILITIES

This section only applies when a Data Breach occurs with respect to personal Data within the possession or control of the Contractor.

- 18.4.1 The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State Identified Contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a Security Incident.

- 18.4.2 The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. the Contractor shall:

- a. Cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
- b. promptly implement necessary remedial measures, if necessary; and
- c. document responsive actions taken related to the Data Breach, including any post-incident Review of events and actions taken to make changes in business practices in providing the Service, if necessary.

- 18.4.3 Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's Breach of its Contract obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with:

- a. The investigation and resolution of the Data Breach;
- b. notifications to individuals, regulators or others required by State law;
- c. a credit monitoring Service required by State (or federal) law;

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- d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute¹⁷ at the time of the Data Breach; and
- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a.) through (d.)] subject to this Contract's limitation of liability.

18.5 NOTIFICATION OF LEGAL REQUESTS

Spruce Technology Inc. shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to the Data of the State. Spruce Technology Inc. shall not respond to subpoenas, Service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

18.6 CONTRACT AUDIT

Spruce Technology Inc. shall allow the State to audit conformance to the Contract terms. The State may perform this audit or Contract with a third party at its discretion and at the State's expense.

18.7 ADVANCE NOTICE

The Contractor shall give advance notice (to be determined at the Contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, System changes) that may impact Service availability and performance. A major upgrade is a replacement of hardware, Software or firmware with a newer or better version in order to bring the System up to date or to improve its characteristics. It usually includes a new version number.

18.8 SECURITY

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

18.9 NON-DISCLOSURE AND SEPARATION OF DUTIES

Spruce Technology Inc. shall enforce separation of job duties, require commercially reasonable non-disclosure Agreements, and limit staff knowledge of State Data to that which is absolutely necessary to perform job duties.

18.10 IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion without interference from Spruce Technology Inc.. This includes the ability for the State to import or export Data to/from other Service providers.

18.11 RIGHT TO REMOVE INDIVIDUALS

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The State shall have the right at any time to require that Spruce Technology Inc. remove from interaction with State any Spruce Technology Inc. representative who the State believes is detrimental to its working relationship with Spruce Technology Inc.. The State shall provide Spruce Technology Inc. with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, Spruce Technology Inc. shall immediately remove such individual. Spruce Technology Inc. shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

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PART 3**

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PART 3 – EXHIBIT A
INTRODUCTION**

Spruce Technology Inc. will enhance, configure and develop the Microsoft Dynamics 365 environment for the Public Utilities Commission (PUC) and its Safety Division to establish a secure auditable system that is accessible from both within the state network and remotely from field locations that allows for scheduling, inspection, violation tracking, enforcement, federal report tracking, and grant administration of the Underground Damage Prevention program, commonly referred to as "DigSafe." The work contemplated under this engagement stands alone but is intended to be part of a larger plan for improvement of the PUC's existing database functions into a cloud-based integrated model, including the eventual development of a public portal that will enhance transparency for New Hampshire utilities, contractors, and the public.

The current Safety Division DigSafe database system is 17 years old, failing, and does not support all the features needed to meet the needs of the Safety Division. Currently, report generation is inadequate, requiring manual entry and duplication of efforts. The current system produces inaccurate reports that are time consuming to generate and ultimately affect the civil penalties associated with the enforcement process. The new system will replace the existing database and all data will be migrated to the new system. Once completed, the system developed under this contract will improve the inspection process for supervisors, inspectors, underground damage prevention specialists and the staff of the PUC Safety Division.

The current DigSafe database system will be replaced by leveraging the recently implemented PUC 2018-078 Safety Database Scheduler, Violation, Inspection and Federal Reporting cloud solution. This engagement will expand the newly developed Safety Database system to encompass DigSafe data and system functionality. The proposed solution will be secure, allow access from both within the state network and remotely from field locations, and be auditable. The system will be used by supervisors, inspectors, underground damage prevention specialist, PUC staff, and external auditors to meet the mission of the PUC to protect people, property, and the environment from the risks of damage to underground facilities (gas, telephone, electric, water, cable, sewer, etc.). The new DigSafe database system should be designed to incorporate best practices used by State and Federal governments in damage prevention programs. The solution should be able to access and reference One Call Online notifications, include Puc 800 rule updates when completed, and be able to apply those rules to the violations. With multiple individuals participating in investigations, inspection records will need to be accessible for data entry by more than one individual. Data input from inspections should align with each requirement identified for both state purposes and federal audits. The inspectors gather evidence from the utilities including written procedures, pdfs, jpegs, measurement scan, and site conditions with an extensive use of photo documentation to determine general and specific compliance. This evidence is gathered in the field as well as in the office. In addition, the proposed solution needs to deliver a calendar integration that provides the ability to view, schedule, and track all inspectors' locations and hours spent on an inspection or investigation, as well as total inspection hours if used in conjunction with pipeline safety inspections. Furthermore, the system will need the ability to interface with other PUC applications in future phases.

General Project Assumptions:

1. Spruce Technology Inc. will provide project tracking tools and templates to record and manage issues, risks, Change Requests, requirements, decision sheets, and other documents used in the

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INTRODUCTION**

management and tracking of the Project. The State of New Hampshire and Spruce Technology Inc.'s Project Managers shall review these tools and templates and determine which ones will be used for the Project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.

2. Prior to the commencement of work on Non-Software and Written Deliverables, Spruce Technology Inc. shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. Spruce Technology Inc. shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Part 3 - Exhibit H: *Requirements*. Spruce Technology Inc. shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the Confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.
5. Pricing for Deliverables set forth in Part 3 - Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.
6. For each Phase of the solution, Spruce Technology Inc. will provide the State of New Hampshire a developed, agreed upon statement of work specific to that phase of development. Spruce Technology Inc. and the State of New Hampshire will then finalize the Statement of Work within ten (10) business days after contract approval by Governor and Council.

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PART 3 – EXHIBIT A
CONTRACT DELIVERABLES**

EXHIBIT A: CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES, AND ACTIVITIES

1.1. SCOPE OF WORK

The general scope of the project is to provide the PUC's Safety Division with a solution to replace the failing DigSafe database with a hosted CRM system that will build upon the current Dynamics 365 solution and additionally provide the business intelligence to deliver ad-hoc reporting capabilities, scheduling, inspection, violation enforcement, and federal reporting. The proposed solution shall be secure, auditable, and will allow access from both within the state network and remotely from field locations. This will be used by inspectors, PUC staff and external auditors to meet the mission to protect people, property and the environment from the risks of underground facilities (gas, telephone, electric, water, cable, sewer, etc.). The PUC desires to improve DigSafe Database to be developed in a manner that incorporates and allows the best practices as required by State and Federal governments. The proposed solution should be able to access the regional One Call online system and update violation, inspection and violation reports from tablets in the field and other devices while also producing an annual database submission to national databases such as CGA's DIRT database. In addition, the proposed solution needs to deliver a calendar integration that provides the ability to view, schedule, and track all inspectors' locations and hours spent on an inspection, as well as, total inspection hours if used in conjunction with pipeline safety inspections. Furthermore, the system will need the ability to interface with other PUC applications in future phases.

DIG SAFE (Covered by this contract):

Provide a proven hosted cloud based inspection system with CRM capabilities that will provide the business intelligence for ad-hoc reporting capabilities, scheduling, violation enforcement, inspection, and the evolving federal reporting needs. In addition, the system will need the ability to interface with other PUC applications in future phases. Utilizing the capture method developed under contract DOIT 2018-078, establish an excavation damage database and applicable enforcement actions that result from submission of electronic forms from multiple stakeholders and tracks the enforcement progression from report date to close with the ability to link prior history of compliances.

Future Phase A – NH PUC Consumer Interactions and Contacts management:

In the near term, including portal access to allow access to public and utility-specific aspects of the Pipeline Safety and Dig Safe databases.

Future Phase B- Electrical Safety and Reliability:

A similar database capture method needs to be expanded to include safety inspections of electric service providers in New Hampshire. This would include NESC references and Puc 300 rule references including the specific edition being referenced.

Future Phase C – Physical and Cyber security:

Expand the system to develop the application to include cybersecurity and security reviews/inspections of electric and gas Utilities. In this phase, the grant administration

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features will need to be developed to utilize information from the entire system application to assist with grant writing.

1.2 DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
PROJECT INITIATION AND ANALYSIS PHASE			
1	Kick-off and follow-up activities	Written	2/1/2019
2	Discovery	Non-Software	2/1/2019
3	Requirements & Design	Written	2/25/2019
BUILD PHASE			
4	Sprint 1	Software	3/8/2019
5	Sprint 2	Software	3/29/2019
6	Data Migration Planning	Non-Software	3/29/2019
7	Sprint 3	Software	4/19/2019
8	Sprint 4	Software	5/10/2019
DEPLOYMENT PHASE			
9	User Acceptance	Written	5/17/2019
10	Training	Written	5/17/2019
11	Go-Live & Knowledge Transfer	Written	5/24/2019

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PART 3 – EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

EXHIBIT B: PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 NOT TO EXCEED

This is a Not to Exceed (NTE) with a maximum Contract value indicated in the Contract Part 1, P-37 General Provisions - Block 1.8: *Price Limitation* for the period between the Effective Date through the date indicated in Part 1, P-37 General Provisions - Block 1.7: *Completion Date*. Spruce Technology Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Spruce Technology Inc. to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

Table 1.1:

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price
PROJECT INITIATION AND ANALYSIS PHASE				
1	Kick-off and follow-up	Written	2/1/2019	\$10,710
2	Discovery	Non-Software	2/1/2019	\$11,000
3	Requirements & Design	Written	2/25/2019	\$14,000
BUILD PHASE				
4	Sprint 1	Software	3/8/2019	\$3,500
5	Sprint 2	Software	3/29/2019	\$3,500
6	Data Migration Planning	Non-Software	3/29/2019	\$3,500
7	Sprint 3	Software	4/19/2019	\$3,500
8	Sprint 4	Software	5/10/2019	\$2,290
DEPLOYMENT PHASE				
9	User Acceptance	Written	5/17/2019	\$7,000
10	Training	Written	5/17/2019	\$5,000
11	Go-Live & Knowledge	Written	5/24/2019	\$4,806
			Total	\$68,806.00

1.2 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. "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.

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PART 3 – EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Table 1.2: Future Vendor Rates Worksheet

Position Title	SFY 2019	SFY 2020	SFY 2021	SFY 2022
Delivery Lead	\$130.00	\$134.55	\$139.26	\$144.13
Lead Analyst	\$105.00	\$108.68	\$112.48	\$116.42
Developer	\$120.00	\$124.20	\$128.55	\$133.05
QA Analyst	\$87.30	\$90.36	\$93.52	\$96.79
Technical Lead	\$140.00	\$144.90	\$149.97	\$155.22

1.3 PAYMENT SCHEDULE

Accompanied by State approved deliverables, these points in the project lifecycle will also serve as payment milestones.

Table 1.3: Payment Schedule

Milestone Payments	Not To Exceed Payment Amounts
Milestone Payment 1	\$35,710.00
Milestone Payment 2	\$16,290.00
Milestone Payment 3	\$16,806.00
Total Payment Amount	\$68,806.00

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Spruce Technology Inc. for all fees and expenses, of whatever nature, incurred by Spruce Technology Inc. in the performance hereof.

3. INVOICING

Spruce Technology Inc. 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 prior written approval, which shall not be unreasonably withheld. Spruce Technology Inc. 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; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable as referenced in Part 3, Exhibit B, Section 1.3: *Payment Schedule*, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly

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PART 3 – EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

dispatched. Invoices must also include the following the project information to be submitted for approval:

Project Information:

PUC SAFETY Dynamics 365 Expansion DoIT 2019-067

Invoices shall be sent to:

**Department of Information Technology
Accounts Payable - PUC 2019-067
27 Hazen Drive
Concord, NH 03110**

4. PAYMENT ADDRESS

4.1 All payments shall be sent to the following address:

**Spruce Technology Inc.
1149 Bloomfield Avenue, Suite G
Clifton, NJ 07012
Email: accounts@sprucetech.com**

4.2 Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

5. OVERPAYMENTS TO SPRUCE TECHNOLOGY INC.

Spruce Technology Inc. shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the first year for each Deliverable, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

The holdback will be released to Spruce Technology Inc. when the State determines that the Defective or non-performing component of the System has been resolved.

State of NH Contract 2019-067

Exhibit B – Price and Payment Schedule – Part 3

Date: 1/8/19

Contractor's Initials ZMM

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8. LIQUIDATED DAMAGES

In addition to the rights set forth in Section 7, the State shall have the right to assess Liquidated Damages for each day that there is a Defective or non-performing component of the System. Deficiency Levels are defined in Exhibit K: *Warranty and Warranty Service* and will be assessed as follows:

Class A Deficiency: **\$250/DAY**

Class B Deficiency: **\$100/DAY**

Class C Deficiency: **\$25/DAY**

The state shall send a notice to the Contract by the means set forth in the Contract Agreement Part 2, IT Requirements – Section 18.6: *Notices*. Following the date of notice, Spruce Technology Inc. shall have the following time period to cure the Deficiency before Liquidated Damages are assessed:

Class A Deficiency: **24 HOURS**

Class B Deficiency: **3 BUSINESS DAYS**

Class C Deficiency: **10 BUSINESS DAYS**

The imposition of Liquidated Damages is not a punitive action against Spruce Technology Inc. The parties acknowledge that actual damages to the State based on ongoing Deficiencies would be difficult to ascertain and agree that the Liquidated Damages set forth herein are an attempt by the parties to determine a fair assessment of the damages that would be suffered by the State based on a Defect or non-performance of the system.

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PART 3 – EXHIBIT C
SPECIAL PROVISIONS

EXHIBIT C: SPECIAL PROVISIONS

There are no changes to the terms outlined in the P-37 General Provisions

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PART 3 – EXHIBIT D
ADMINISTRATIVE SERVICES

EXHIBIT D: ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

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

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide Spruce Technology Inc. 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 Spruce Technology Inc. to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

Spruce Technology Inc. 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. Spruce Technology Inc. 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 appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State.

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ADMINISTRATIVE SERVICES**

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. Spruce Technology Inc. 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 Spruce Technology Inc.'s cost structure and profit factors shall be excluded from the State's Review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

Spruce Technology Inc. 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 Spruce Technology Inc. shall maintain records pertaining to the Services and all other costs and expenditures.

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IMPLEMENTATION SERVICES

EXHIBIT E: IMPLEMENTATION SERVICES

1. STATE MEETING AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

Spruce Technology Inc.'s Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- n. **Introductory Meeting:** Participants will include Spruce Technology Inc.'s Project Staff and State Project leaders from the Department of Information Technology and PUC. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and Spruce Technology Inc.'s Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, Spruce Technology Inc.'s Project Manager and the State Project Manager. These meetings will be conducted at least weekly and address overall Project status and any additional topics needed to remain on Schedule and within budget. A status and error report from Spruce Technology Inc. shall serve as the basis for discussion.
- d. **The Work Plan:** must be Reviewed at each Status Meeting and updated, at minimum, on a weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from Spruce Technology Inc. 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 Spruce Technology Inc. to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Spruce Technology Inc.'s responsibility.

Spruce Technology Inc.'s Project Manager or Spruce Technology Inc.'s Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Spruce Technology Inc.'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. Spruce Technology Inc. shall produce Project status reports, which shall contain, at a minimum, the following:

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1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities;
6. Issues and concerns requiring resolution; and
7. Report and remedies in case of falling behind Schedule.

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

2. IMPLEMENTATION STRATEGY

2.1 KEY COMPONENTS

Spruce Technology Inc. shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:

- a. Spruce Technology Inc. and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- b. Spruce Technology Inc.'s team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- c. Spruce Technology Inc. shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and Schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- d. Spruce Technology Inc. shall adopt an Implementation time-line aligned with the State's required time-line.

2.2 TIMELINE

The timeline is set forth in the Work Plan. During the initial planning period project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

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2.3 CHANGE MANAGEMENT AND TRAINING

Spruce Technology Inc.'s change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

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TESTING SERVICES**

EXHIBIT F: TESTING SERVICES

Spruce Technology Inc. shall provide the following Products and Services described in Part 3 - Exhibit F: *Testing Services*, including but not limited to:

1. TESTING AND ACCEPTANCE

Spruce Technology Inc. shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The state reserves the right to review the test plan as submitted by Spruce Technology and amend as needed. Spruce Technology Inc. will also provide training as necessary to the State staff responsible for test activities. Spruce Technology Inc. shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., Software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, Spruce Technology Inc. shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. Spruce Technology Inc. shall also correct Deficiencies and support required re-testing.

1.1 TEST PLANNING AND PREPARATION

Spruce Technology Inc. shall provide the State with an overall Test Plan that will guide all testing. Spruce Technology Inc.'s provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, Unit Tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Spruce Technology Inc.'s Project Manager's Certification, in writing, that Spruce Technology Inc.'s own staff has successfully executed all prerequisite Contractor's testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test Data, and expected results.

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

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

Spruce Technology Inc. must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 UNIT TESTING

In Unit Testing, Spruce Technology Inc. shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of Software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The Spruce Technology Inc. developer, who is responsible for a specific unit of work, will be responsible for conducting the Unit Testing of their modules.

Activity Description	Develop the scripts needed to Unit Test individual application modules, interface(s) and conversion components.
Contractor's Team Responsibilities	For application modules, conversions and interfaces Spruce Technology Inc.'s team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and Data to conduct the test, the process for test execution, and the expected results.

1.3 SYSTEM INTEGRATION TESTING

The new System is tested in integration with other application Systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

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Thorough end-to-end testing shall be performed by Spruce Technology Inc. team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other Systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Contractor Team Responsibilities	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the Data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	<ul style="list-style-type: none"> • Work jointly with Spruce Technology Inc. to develop the Systems Integration Test Specifications. • Work jointly with Spruce Technology Inc. to develop and load the Data profiles to support the test Specifications. • Work jointly with Spruce Technology Inc. to validate components of the test scripts, modifications, fixes and other System interactions with Spruce Technology Inc. supplied Software Solution.
Work Product Description	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party Systems, interfaces, and applications are functioning properly.

1.4 CONVERSION VALIDATION TESTING

In Conversion Validation Testing, target application functions are validated.

Activity Description	The conversion validation test should replicate the entire flow of the converted Data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted Data through these interface points performs correctly.
Contractor Team Responsibilities	For conversions and interfaces, Spruce Technology Inc.'s team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy Data to be converted in the Data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy Data performs correctly in the entire suite of the Application.

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1.5 INSTALLATION TESTING

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.

1.6 USER ACCEPTANCE TESTING (UAT)

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

The User Acceptance Test (UAT) is a Verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of Data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with Spruce Technology Inc. in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.