

RFP DOS 2025-05
Hazardous Materials Response and Reporting Software
Addendum 4
Questions and Answers

Questions and Answers from HAZAMAT Response and Reporting Software 1/22/25 Vendor Conference		
	Question	Answer
1	When will the binding Q&A responses be posted by the State?	By February 19, 2025, responses will be posted on the State's DAS website.
2	Can you provide further clarification on Item A1.1 in the Requirements spreadsheet?	Item A1.1 is in the Application Requirements - General Specifications section of the Requirements spreadsheet. It states "Ability to access data using open standards access protocol (specify supported versions in the Comments field)." The State of NH requires open standards adherence. The data contained within the system must be made available to us, and cannot be in a proprietary format.
3	Related to Item A2.19 in the Requirements spreadsheet, is there anything specific we're expected to access?	Item A2.19 is in the Application Requirements - Application Security section of the Requirements spreadsheet. It states "Web Services: The service provider shall use Web Services exclusively to interface with the State's data in near real time when possible." While there are no interfaces currently in scope, if that changes in the future we will require the interface to be in a standard format, such as JSON or REST API.
4	What type of comments are required in the Comments column of the Requirements spreadsheet?	The Comments column (column F) in the Requirements spreadsheet allows Vendors the opportunity to expound on any answers given in the previous columns. For example, if a Vendor indicates in the Delivery Method column (column E) that a certain feature is on their roadmap, the Comments column could be used to provide the expected delivery date for that feature. Comments are required for every Item listed in the spreadsheet.

Subsequent Vendor Questions and Answers regarding the HAZMAT Response and Reporting Software RFP

	Question	Answer
5	Related to Section 2: Proposal Organization, Content, and Required Items, is it required that we submit both physical proposals and electronic proposals?	Yes, the requirement is to submit both physical and electronic proposals. The reason for this is so that we obtain a wet signature required on page 13 of the RFP, which is the second page of the Proposal Transmittal Form Letter.
6	Related to Section 6.4: Contract Terms and Award - Standard Contract Terms, if a Vendor requests terms and conditions be added to the contract, when should the Vendor submit those proposed changes?	We require Vendors to submit any Terms and Conditions changes early in the process. There is very limited ability to negotiate Terms and Conditions once a contract has been awarded.
7	Are you looking for web entry and .ts2 submission from Tier II by the EPA or just .ts2 submission?	Tier II forms will be completed using EPA Tier II Submit, and submitted to the portal in .t2s format.
8	What functionalities are expected to be available in offline mode?	The software shall provide full functionality in the offline mode with the exception of automatically entering weather data when doing modeling.
9	Are there any specific requirements for the types of documents that can be emailed, printed, or snipped?	All information in the database of facilities (including any facility attachments), chemical research, modeling results, and NIMS forms shall be able to be emailed, printed, or snipped in a file type that can be opened without special software.
10	Can you provide a use case for when someone might want to snip and email or print? Who would they send them to?	When a HAZMAT response team is operating at an incident, they may need to forward a plume model, chemical research information, or facility site plans to the ICP or an EOC. Any of these items may also be printed for an incident briefing. Any of this information may also be used in preplanning of a facility, which would require the ability to print the documents.
11	How will the ICS forms be used and what will need to be tracked on their usage?	The ICS forms will be used during any incident. All forms shall be able to be completed within the software and be able to be printed or saved as a pdf.
12	Are you looking to replicate Aloha in the software?	The modeling shall be similar to ALOHA but have the ability to select the exact location of the facility as well as automatically enter the chemical that is being researched. It shall also have the ability to choose the type of Level of Concern to be modeled (AEGL, ERPG, LEL). The plume model shall be able to be overlaid on either Google Earth or a street map.

Vendor Questions Related to the P-37 (Appendix H) within the RFP

	Question	Answer
13	Vendor requests to reserve its rights to request that the State consider additional terms and conditions relative to this contract and as requested by the Vendor during the contract negotiations (i.e., Service Level Agreement, grant to use subscription language, etc.).	Statements by Vendors asserting a general reservation of rights to request the State consider additional terms and conditions relative to the contract and/or as requested during the contract negotiations are not inquiries nor exceptions to which the Department can provide responses. As stated in Section 2.5, "To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Agreement, the Vendor must submit those exceptions... ." See also section 6.4.
14	Page 56, Section 5.4: "The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State." Vendor requests the monetary damages be increased to three times the total fees paid versus solely the total feed paid.	The State declines this request.
15	Page 57, Section 6.4: "The Contractor agrees to permit the State or United States access to any of the Contractor's books, records, and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms, and conditions of this Agreement." Vendor requests to agree to this provision so long as the access is limited to records, books, and accounts associated with the period of performance of the awarded contract and no more than one time per year.	The State declines this request.
16	Page 57, Section 8.2.3: "...give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default." Vendor requests to agree to this provision so long as any damages are defined as damages awarded by a Court of competent jurisdiction.	The State declines this request.

17	Page 57, Section 8.2.4: "...give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement, and pursue any of its remedies at law or in equity, or both." Vendor declines to agree to this provision, and requests it be deleted. They do not want to be in breach of a contract and will work with the State to ensure a successful relationship. They will always want the opportunity to cure any alleged breach and that opportunity is outlined in Section 8.2.1 within the State's standard agreement terms.	The State declines this request.
18	Page 57, Section 10: "Property Ownership/Disclosure...". Vendor reserves the right to negotiate this provision post contract award as the language may need to be revised depending upon the solutions and/or custom development that may be needed to meet the requirements of the RFP.	If development of the product requires a revision to section 10, the vendor may request a revision to the language which the State will reasonably consider.
19	Page 58, Section 12.1: "Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State." Vendor requests this section be edited to remove the timeline in which a notice would be provided and delete the last sentence of the section. Vendor is happy to provide the State with notice, but cannot allow the assignment to be contingent upon the State's written consent.	The State declines this request.
20	Page 58, Section 13: "Indemnification...". Vendor requests the State add "gross" before negligence in the first sentence.	The State declines this request.
21	Page 60, Section A.2 (5.5): "The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or	The State declines this request.

	<p>exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State." Vendor requests that the not to exceed amount of monetary damages be increased to three times the contract price versus solely the contract price.</p>	
22	<p>Page 60, Section A.3 (8.2.5): "Give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract." Vendor requests this language be removed. The State has many alternative remedies available to it. Vendor is not in a position to reimburse the State for replacing Vendor's solutions.</p>	<p>The State declines this request.</p>
23	<p>Page 60, Section 9.1: "Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided." Vendor requests this provision be removed. The solution(s) provided by the Vendor are subscriptions to use their software. Per the terms</p>	<p>The State declines this request.</p>

	of this contract, the State can terminate for breach and for non-appropriation of funding.	
24	Page 61, Section 9.2.2(e): "...Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State." Vendor requests this section be removed as this is a subscription to use software. There is no transfer of title or property that would be applicable. The return of the State's data is already covered within the terms of the contract elsewhere.	The State declines this request.
25	Page 61, Section 9.2.3: "If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services")." Vendor requests this section be removed. The only transition services provided is for the Vendor to return the State's data upon termination or expiration of the contract term. There would be a separate fee if the State would like access to the Vendor's solutions post termination or expiration.	The State declines this request.