

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 10/14/2020

ADDENDUM # 2 TO BID INVITATION # 2366-21

DATE OF BID CLOSING: 10/21/2020

TIME OF BID CLOSING: 11:00 AM (EST)

FOR: Lien eRecording Services

CLARIFY:

Q1: Page 6, Usage Reporting: You will have 24x7 access to our Reports that you can run at any time or you can register to receive these reports via e-mail on a daily, weekly, semi-monthly or monthly basis. Vendor will not take responsibility to create separate reports for this purpose.

A1: The ability to register and receive reports will satisfy this requirement.

Q2: Page 10, Item B-10: Vendor requests further details on this before agreeing to.

A2: Replace the requirements of Item B-10 with the following:

If necessary the Vendor shall meet with Agency(s) personnel on a quarterly basis to exchange updated information, including but not limited to processes, techniques, and/or legislative updates if required to address agency concerns and or needed modifications.

Q3: Page 10, Item B-12: Vendor requests a copy of the NIST Special Publication 800-88, Revision 1: Guidelines for Media Sanitation when applicable so we can indicate if we can comply. Why this is required for e-recording?

A3: Remove the requirement of Item B-12 "The Vendor shall be certified for information security by an acceptable accreditation source. Vendor must follow the NIST Special Publication 800-88, Revision 1: Guidelines for Media Sanitization when applicable" from the Project Requirements table.

Q4: Page 11, State Confidential Information: Vendor does not do this and cannot certify to it. We won't have any confidential data if you don't send it since these are public record documents. We would prefer you indicate you know not to send anything to Vendor that can't end up on public record. We can't agree to have employees sign this form.

A4: At the minimum, the Vendor will be required to sign non-disclosure agreement and comply with the applicable State laws, including but limited to RSA 21-J:14, and applicable IRS laws and regulations, including but not limited to Internal Revenue Code Sections 7213 and 7213A.

Q5: Page 14, Procedures: Vendor has our own policies around background checks. You can review our requirements under an NDA per our SOC 2 Type II report but we can't agree to this specifically.

A5: The background checks must meet the requirements specified in IRS Publication 1075

Q6: Page 16, Inspection: These documents become Public records. What would the "right to inspect" involve?

A6: The inspection will involve the facilities and operations performing any work with FTI under the resulting contract for compliance with requirements of IRS Publication 1075.

Q7: Appendix C, Rights to Inventions: Does not apply. Would need to be stricken from Agreement. We are asking to strike the following language:

To permit NHES to make onsite inspections of Vendor's facilities to ensure that adequate safeguards are being maintained and that the requirements of this Agreement are being met;

That Vendor will, within thirty (30) days of the effective date of this Agreement and before any information is exchanged, provide to NHES a statement attesting that all personnel having access to information provided by NHES have been advised of the confidentiality requirements of this Agreement;

That Vendor will, prior to any exchange of information, provide NHES a list of all officers and employees, by position, who will have the authority to request, receive, and obtain information from NHES and shall update NHES' list: (a) annually; (b) whenever an individual identified in such list leaves the employ of the Vendor or otherwise ceases to have such authority; and (c) prior to granting such authority to any individual not already included in the list provided to NHES.

A7: NHES agrees to the removal of the first paragraph, but the information being provided to the Vendor is confidential until placed on public record, the language shall be retained for the remainder of the section and read as the following:

That Vendor will, within thirty (30) days of the effective date of this Agreement and before any information is exchanged, provide to NHES a statement attesting that all personnel having access to information provided by NHES have been advised of the confidentiality requirements of this Agreement;

That Vendor will, prior to any exchange of information, provide NHES a list of all officers and employees, by position, who will have the authority to request, receive, and obtain information from NHES and shall update NHES' list: (a) annually; (b) whenever an individual identified in such list leaves the employ of the Vendor or otherwise ceases to have such authority; and (c) prior to granting such authority to any individual not already included in the list provided to NHES.

PURCHASING AGENT: Paul Rhodes
E:Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER _____ ADDRESS _____

BY _____
(this document must be signed)

_____ TEL. NO. _____
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.