

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF EMERGENCY SERVICES
CONSULTING SERVICES AS MEDICAL DIRECTOR
DOS -RFP 2016-200

**Department of Safety
Division of Emergency Services**

Consulting Services as Medical Director

DOS RFP 2016-200

RFP ISSUED.....6/10/2016

VENDOR INTERVIEWS.....on or about 8/22/2016

AT: Department of Safety
33 Hazen Drive, Concord, NH
Second Floor Conference Room

STATE CONTACT.....Fred Heinrich
100 Smokey Bear Boulevard
Concord, NH 03301
Email: fheinrich@e911.nh.gov

CONTRACT TYPE..... Consulting Services

PROPOSALS DUE.....2:30 PM, 8/15/2016

AT: DEPARTMENT OF SAFETY
DIVISION OF EMERGENCY SERVICES
110 SMOKEY BEAR BOULEVARD
CONCORD, NH 03301

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TERMS AND DEFINITIONS

Agency	Agency of the State.
Change Order	The document used to propose and accept changes
Confidential Information	Information required to be kept Confidential from unauthorized disclosure
Contract	Contract means a binding legal agreement between the State of New Hampshire and the Contractor. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
Contract Conclusion	Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contractor	The Contracted Vendor Company that will perform the duties and specifications of the Contract.
Contract Manager	The persons identified by the State and by the Contractor who shall be responsible for all contractual authorizations 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 for the State, acting as the State representative in all Contract administration activities.
DAS	Department of Administrative Services
Data	State records, files, forms, data and other documents or information that will be converted by the Contractor for processing.
Days	Calendar days unless otherwise indicated.
Deliverable	A Deliverable is any Written, Software, or Non-Software Document (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a contract requirement
Department	Agency of the State
Documentation	All operations, technical, user, and other manuals used in conjunction with the System and Software, in whole and in part.
Effective Date	The date on which an agreement, such as a contract, takes effect.
Firm Fixed Price Contract	A firm-fixed-price contract provides a price that is not

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	subject to increase, i.e., adjustment on the basis of the Contractor'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.
Governor and Council	The New Hampshire Governor and Executive Council.
GAAP	Generally Accepted Accounting Principles
HIPAA	The Health Insurance Portability and Accountability Act of 1996.
Information Technology (IT)	Reference for 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.
Non-Exclusive Contract	A Contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the product or service
Notice to Proceed	The State Contract Manager's direction to the Contractor to begin work on the Contract on a given date and time.
Order of Precedence	The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.
Project	The planned undertaking regarding the subject matter of this Contract and the activities of the parties related hereto.
Project Managers	The persons identified who shall function as the State's and Contractor'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).
Proposal	The submission from a Contractor in response to the RFP.
RFP (Request for Proposal)	A Request For Proposal which solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.
State	The State of New Hampshire, acting through the Department of Information Technology for the Department of Safety.
State Confidential Information	State 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

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	RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
Subcontractor	A person, partnership, or company not in the employment of or owned by the Contractor, that is performing Services under the Contract under a separate Contract with or on behalf of the Contractor.
TBD	To Be Determined
Vendor	A Contractor submitting a proposal to provide IT Consulting services in response to the RFP
Work for Hire	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.

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1. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to procure a full set of services from interested person(s) and/or firm(s) (hereafter referred to as vendor) for the provision of providing Consulting Services of a specialized nature to assist the Bureau of Emergency Communications as the Medical Director. Through a Request for Proposal process described herein, vendors interested in assisting the Bureau of Emergency Communications with the provision of such services must prepare and submit a proposal in accordance with the procedure and schedule in this RFP. The New Hampshire Bureau of Emergency Communications seeks qualified vendors that: (a) possess the professional and administrative capabilities to provide the proposed services; and (b) will agree to work under the compensation terms and conditions determined by the Bureau of Emergency Communications.

The Vendor may employ sub-vendors to deliver required services subject to the terms and conditions of this RFP including, but not limited to, Section 6: General Contract Requirements herein and Appendix G-4: State of New Hampshire Terms and Conditions of this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a sub-vendor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

1.1 Contract Award

A contract award by the State will be based upon criteria, standards, and weighting identified in this RFP. Each Vendor Proposal will be considered as a whole Solution, without limitation, including all services proposed, qualifications of the Vendor and any Subcontractor, and cost.

1.2 Contract Type

The State plans to execute a Not to Exceed (NTE) Contract as a result of this RFP.

1.3 Contract Term

Time is of the essence in the performance of the Vendor's obligations under the Contract.

The Vendor shall be fully prepared to commence work by October 1, 2016. The Vendor's initial term will be for three (3) years, with options to extend, at the discretion of the State, up to but not beyond Plus 2 yrs.

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1.4 Schedule of Events

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

EVENT	DATE	TIME
RFP released to vendors (on or about)	6/10/2016	
Vendor Inquiry Period begins (on or about)	6/15/2016	
Vendor Inquiry Period ends (final inquiries due)	7/1/2016	
Final State responses to vendor inquiries	7/12/2016	
Final date for Proposal submission	8/15/2016	2:30 PM
Invitations for vendor interviews/presentations	8/22/2016	
Vendor presentations, discussion sessions and interviews (scheduled dates to occur on or about)	8/22/2016	
Anticipated Governor and Council approval	September 2016	
Anticipated Notice to Proceed	September 2016	

2. AGENCY RFP SPECIFIC TERMS AND DEFINITIONS

The Terms and Definitions, located in Appendix H: *Terms and Conditions*, apply to this RFP and any resulting contract.

3. SERVICES, REQUIREMENT AND DELIVERABLES

3.1 Service and Requirements

The State seeks to procure an experienced consultant to perform the duties and act as a Medical Director for this Contract. Each Proposal must present personnel that can fulfill the required experience and services listed in Appendix C-1: *Requirements*.

In performing its obligations under a Contract, the Vendor agrees that any work created or prepared by the Vendor consultant personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

3.2 Deliverables

For this Consulting Services RFP the main deliverable is fully qualified Medical Professional(s) to engage in the activities as described in Appendix C: *Requirements and Deliverables*, with the experience as defined in Appendix E: *Standards for Describing Vendor Qualifications*, working on projects as directed by the State Project Manager.

(See Appendix C-2: *Deliverable*, for details about Deliverables)

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4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of Administrative Services, Bureau of Purchase and Property, no later than the time and date specified in Section 1.4: *Schedule of Events*. Proposals must be addressed to:

**State of New Hampshire
Department of Safety
c/o Fred Heinrich, EMD Supervisor
110 Smokey Bear
Concord, New Hampshire 03301**

Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF EMERGENCY SERVICES
c/o FRED HEINRICH, EMD SUPERVISOR
RESPONSE TO DEPARTMENT OF SAFETY RFP 2016-200
CONSULTING SERVICES AS MEDICAL DIRECTOR**

Late submissions will not be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendor's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department of Administrative Services, in accordance with its established policies, as having been received at the location designated above. The Department of Administrative Services accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Vendor's responsibility.

All Proposals submitted in response to this RFP must consist of one (1) original and three (3) clearly identified copies of the Proposal, including all required attachments, and one (1) electronic copy on CD Rom in MS WORD format, accompanied by the transmittal letter described in Section 4.19.2: *Transmittal Form Letter*, herein. The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. One (1) copy of the Proposal Transmittal Form Letter shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL." A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

4.2 Proposal Inquiries

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

Fred Heinrich
NH Department of Safety
Division of Emergency Services, Communications and Management
110 Smokey Bear
Concord, NH 03305
Telephone: (603) 494-1271

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E-Mail: fheinrich@e911.nh.gov

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

Inquiries must be received by the State's RFP Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Section 1.4: *Schedule of Events*). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and will not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 1.4: *Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

4.2.1 Restriction of Contact With State Employees

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

4.3 Alteration of RFP

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

4.4 RFP Amendment/Addendum

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

4.5 Non-Collusion

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

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4.6 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 1.4: *Schedule of Events*, or until the effective date of any resulting Contract, whichever is later.

4.7 Property of the State

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

4.8 Confidentiality of a Proposal

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

4.9 Public Disclosure

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the effective date of any resulting Contract.

4.10 Non-Commitment

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

4.11 Proposal Preparation Cost

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

4.12 Oral Presentations/Interviews and Discussion

The State reserves the right to require Vendors to make available for oral presentations/interviews the Medical Director Consultant(s) proposed. Any and all costs associated with oral presentations/interviews shall be borne entirely by the Vendor.

4.13 Required Contract Terms and Conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire Terms and Conditions, contained in Appendix G: *General Standards and Requirements* and RFP Section 6: *General Contract Requirements*, herein, shall form the basis of any contract resulting from this RFP. In the event of any conflict between the State's Terms and Conditions and any portion of the Vendor's Proposal, the State's Terms and Conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

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4.14 Award

The State plans to execute a Not to Exceed contract, administered by the Division of Emergency Services and Communications, on behalf of the Department of Safety as a result of this RFP.

Although the preferred Solution is a single company that can supply a consultant(s) with the requisite skills and experience as well as depth of experience that selected consultants can draw upon, and consultants with complimentary skill sets, the State reserves the right, at its discretion, to select personnel from one or more vendors as a result of this RFP. The State also reserves the right, at its discretion, to award a contract by item, part, or portion of an item, group of items, or total Proposal.

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

4.15 Proposal Submission Requirements

Vendors are permitted to submit one Proposal in response to this RFP.

4.16 Proposal Format

Proposals should follow the following format:

- A Proposal should be provided in a three-ring binder.
- A Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- A Proposal should use Times New Roman font with a size of eleven (11).
- Each page of a Proposal must include a page number and the number of total pages and identification of the vendor in the page footer.
- Tabs should separate each Section of the Proposal.

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

4.17 Proposal Organization

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

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Corporate Qualifications
- **Section V:** Qualifications of Medical Director Consultant Staff
- **Section VI:** Cost Proposal

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- **Copy of the RFP and any signed Addendum (a) in the original Proposal only**

4.18 Proposal Content

4.18.1 Cover Page

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
RESPONSE TO CONSULTING SERVICES AS MEDICAL DIRECTOR
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The cover page must also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

4.18.2 Transmittal Form Letter

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

Remainder of this page intentionally left blank

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State of New Hampshire Proposal Transmittal Form Letter

Company Name _____

Address _____

To: NH Department of Safety Point of Contact: Fred Heinrich
Telephone (603) 494-1271
Email: fheinrich@e911.nh.gov

RE: Proposal Invitation Name: Consulting Services as Medical Director
Proposal Number: RFP 2016-200
Proposal Opening Date and Time: 8/15/2016 at 2:30 PM

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the services indicated in RFP NH Department of Safety Consulting Services as Medical Director 2016-200 at the price(s) quoted in Vendor Response Section VI: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6: *General Contract Requirements* and Appendix G-4: *State of New Hampshire Terms and Conditions*.

Company Signor: _____ is authorized to legally obligate
Company Name: _____.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the *State of New Hampshire Terms and Conditions* in Appendix G-4 and *Contract Requirements* in Section 6, which shall form the basis of any Contract resulting from this RFP. No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The proposal is effective for a period of 180 days or until the Effective Date of any resulting contract, whichever is later;

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

The Vendor has read, signed, and included this RFP and any subsequent addendum (a).

Our official point of contact is _____,
Title _____
Telephone _____, Email _____
Authorized Signature Printed _____
Authorized Signature _____

- **Important Note: Vendors are provided an electronic version of the RFP Transmittal Letter. Any electronic alteration to this Transmittal Letter template is prohibited. Any such changes may result in a Proposal being rejected.**

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4.19.3 Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.18: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

4.19.4 Section I: Executive Summary

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

4.19.5 Section II: Glossary of Terms and Abbreviations

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

4.19.6 Section III: Responses to Requirements and Deliverables

Requirements are provided in Appendix C: *Requirements and Deliverables* for this RFP. Requirements describe specific features that the State is seeking in this RFP document.

In Appendix C: *Requirements and Deliverables*, Section C-3: *Vendor Response* the Vendor must document the ability to meet the requirements and deliverables of this RFP.

4.19.7 Section IV: Corporate Qualifications

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

4.19.8 Section V: Qualifications of Medical Director Consultant Staff

To evaluate qualifications of Medical Director Consultant staff, the State shall consider the experience and qualifications of candidates proposed. Section V must be used to provide this required information. Specific information to be provided is described in Appendix E: *Standards for Describing Vendor Qualifications, Section E-2 Candidates for Medical Director Consultant Roles*.

4.19.9 Section VI: Cost Proposal

The Cost Proposal must include the following:

- A *Vendor Proposed Position Rates Pricing Worksheet* prepared using the format provided in Table F-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Future Vendor Rates Pricing Worksheet* prepared using the format provided in Table F-2 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided.

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5. PROPOSAL EVALUATION PROCESS

5.1 Scoring

The State shall use a scoring scale of 100 points, which shall be applied to the Solution as a whole. Points will be distributed among three (3) factors:

- 25 points - Vendor Company Viability; Candidate retainability
- 40 points - Candidate's qualifications (including any Subcontractor); and
- 35 points - Pricing/Rates
- 100 points - Total Possible Score

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

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

5.3 Planned Evaluation Steps

The State plans to use the following process:

- Initial screening;
- Preliminary evaluation of the Proposals and reference and background checks;
- Oral interviews;
- Final evaluation of Proposals.

5.3.1 Initial Screening

The State shall conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the following:

- Submission requirements are addressed in Section 4: *Instructions*.
- Minimum standards are defined in Appendix B: *Minimum Standards for Proposal Consideration*.
- Agreement to the State's Terms and Conditions and provisions as defined in the RFP without exception.

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

5.3.2 Preliminary Evaluation of Proposals and Reference and Background Checks

The State shall establish an evaluation team to evaluate Proposals, conduct reference checks, and background checks.

5.3.3 Oral Interviews

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

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The purpose of oral interviews is to clarify and expound upon information provided in the written Proposals. For each invited Vendor, the oral interview shall be no more than four hours in length. A highly structured agenda shall be used for oral interviews to ensure standard coverage of each invited Vendor. Information gained from oral interviews shall be used to refine scores assigned from the initial review of the Proposals.

5.3.4 Final Evaluation

The State shall conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering.

6. GENERAL CONTRACT REQUIREMENTS

6.1 State of New Hampshire Terms and Conditions and Contract Requirements

The Contract requirements set forth in Section 6: *General Contract Requirements*, herein and the *State of New Hampshire Terms and Conditions P-37 Agreement-General Provisions* contained in Appendix H shall constitute the basis for any Contract resulting from this RFP.

6.2 Vendor Responsibilities

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

The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and Appendix H: *State of New Hampshire Terms and Conditions-P-37*. The Vendor must submit with its Proposal all information and documentation relating to the subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a subcontractor is used. The State shall consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

6.3 Project Budget/Price Limitation

The State has funds budgeted for this Consultant Staff, subject to Section 5: *Contract Price/Price Limitation/Payment* contained in Appendix H: *State of New Hampshire Terms and Conditions-P-37*.

6.4 State Contracts

The State of New Hampshire intends to use, wherever possible, existing statewide software and hardware contracts to acquire supporting software and hardware, if required during the period of Support.

6.5 Vendor Staff

In the Proposal, the Vendor shall assign and identify proposed Consultant Staff in accordance with the Schedule, the Requirements and Deliverables of Appendix C: *Requirements and Deliverables* and Appendix E: *Standards for Describing Vendor Qualifications*.

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Any changes to the Vendor's Consultant Staff shall require the prior written justification submitted by the Vendor, and prior written approval of the State. State approvals for changes in the Vendor's Consultant Staff will not be unreasonably withheld. Replacement Consultant Staff shall have comparable or greater skills with regard to performance of the work as the staff being replaced and subject to the provisions of this RFP and any resulting Contract.

Notwithstanding any provision in this RFP, or any resulting Contract to the contrary, the State shall have the option to terminate the Contract, at its discretion, if the State is dissatisfied with any of the proposed consultants.

The State reserves the right to require removal or reassignment of the Vendor's Consultant Staff found unacceptable to the State.

The State may conduct reference and background checks on the Vendor's Consultant Staff. The State reserves the right to reject the Vendor's Consultant Staff as a result of such reference checks.

6.5.1 Subcontractors

The Vendor may employ Subcontractors to deliver required services subject to the terms and conditions of this RFP, including but not limited to, in Section 6: *General Contract Requirements* herein and Appendix H: *State of New Hampshire Terms and Conditions* of this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract. The state must have prior notice and approve any subcontractors that the vendor may use. The state reserves the right to conduct background investigations as part of its approval process.

6.6 Warranty

6.6.1 Services

The Vendor shall warrant that all services to be provided under the Contract shall be provided expediently and in a professional manner in accordance with the RFP; and that Services will comply with Appendix H: *State of New Hampshire Terms and Conditions-P-37* and Section 6 *General Contract Requirements*.

6.6.2 Personnel

The Vendor shall warrant 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.

6.6.3 Warranty Period

The Vendor shall warrant all services and personnel, engaged under Contract as a result of the RFP, for the duration of the Contract period.

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6.7 Administrative Specifications

6.7.1 Travel Expenses

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

6.7.2 Shipping and Delivery Fee Exemption

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

6.7.3 Project Workspace and Office Equipment

The State Agency shall work with the Vendor to determine the requirements for providing any necessary workspace and office equipment, including desktop computers for the Vendor’s Consultant Staff. If a Vendor has specific requirements, they must be included in the Vendor’s Proposal.

6.7.4 Work Hours

Standard Service and Emergency Service hours are described in Appendix C.

6.7.5 Access/Cooperation

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

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

6.7.6 State-Owned Documents and Copyright Privileges

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

6.7.7 Intellectual Property

The State shall hold ownership, title, and rights in any material developed in connection with the performance of obligations under the Contract, or modifications to current EMS documentation.

The Vendor 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 the Contract.

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6.7.8 Work for Hire

In performing its obligations under the Contract, the State and the Vendor shall agree that any work created or prepared by the Vendor's personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State

6.7.9 IT Required Work Procedures

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

6.7.10 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"), Vendor understands and agrees to the following rules:

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

6.7.11 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

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“internal Email systems” or “State-funded Email systems”. Vendors understand and agree that use of email shall follow State standard policy (available upon request).

6.7.12 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).

6.7.13 Regulatory/Governmental Approvals

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

6.7.14 Force Majeure

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

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

6.7.15 Confidential Information

6.7.15.1 In performing its obligations under the Contract, the Vendor 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 Public Records and Meetings* (see e.g. RSA Chapter 91-A:5 *Exemptions*). The Vendor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor’s performance under the Contract, unless otherwise permitted under the Contract.

6.7.15.2 The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by

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the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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

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

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

6.7.15.6 This Section 6.7.15 *Confidential Information* shall survive termination or Contract conclusion.

6.7.16 Change of Ownership

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

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6.7.17 Assignment, Delegation and Subcontracts

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

6.7.17.2 The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall not relieve the Vendor of any of its obligations under the Contract; nor affect any remedies available to the State against the Vendor that may arise from any event of default; and the State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. 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.

6.7.17.3 Notwithstanding the foregoing, nothing herein shall prohibit the Vendor from assigning the Contract to the successor of all or substantially all of the assets of the business of the Vendor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Vendor should change ownership, as permitted under this Contract Section 6.7.16, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor, or its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Vendor, its successors or assigns.

6.7.18 Venue and Jurisdiction

The Contract 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 successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

6.8 Pricing

6.8.1 Pricing

The Vendor must provide, within the fixed rate for Medical Director Consultant services, pricing for skill level proposed. A worksheet is provided in Appendix F, Table F-1: *Vendor Proposed Position Rates Pricing Worksheet*, and Table F-2: *Optional two year extension Vendor Proposed Position Rates Pricing Worksheet*.

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6.8.2 Invoicing

The Vendor shall submit monthly invoices based upon the actual number of hours agreed to in a month by Consultant personnel, as supplied by the Vendor and permitted by the Contract and the terms listed herein. All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld.

The Vendor shall only submit invoices for Services 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 Service and identification of the Service for which payment is sought.

Upon acceptance of a properly documented invoice, the State will pay the invoice within thirty (30) days of invoice issuance. Invoices will not be backdated and shall be promptly dispatched.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify the Vendor of the alleged error prior to the due date of such payment. The State and the Vendor agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to the Vendor. The State shall promptly pay upon resolution of such dispute or within such fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

6.8.3 Overpayments to the Vendor

The Vendor 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 notification from the State.

6.8.4 Credits

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

6.8.5 Retention and Access Requirements

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

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

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

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

6.8.6 Accounting Requirements

The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

6.9 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), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The parties shall use all 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:

Dispute Resolution Responsibility and Schedule Table

	<u><VENDOR></u>	<u>THE STATE</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	<NAME> <TITLE>	Fred Heinrich, E911 EMD Supervisor	5 Business Days
First	<NAME> <TITLE>	David Rivers, E911 Bureau Chief	10 Business Days
Second	<NAME> <TITLE>	Bruce Cheney, Director	15 Business Days

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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.

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APPENDIX A: BACKGROUND INFORMATION

A-1 The Department of Safety

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

The work performed by the resources provided in this RFP will be closely managed by the Bureau of Emergency Communications EMD Supervisor. These vendor resources will be integrated into State project teams. Mentoring and knowledge transfer to State workers is critical. These resources will be required to act as business professionals and communicate effectively with all levels of users and state personnel.

A-2 Division of Emergency Services

The Vendor Medical Director Consultant staff shall work in cooperation with the New Hampshire Department of Safety, Division of Emergency Services personnel.

A-3 Related Documents Required at Contract Award

- a. Certificate of Good Standing/Authority
(Dated after April of the current year and available from the Office of the Secretary of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/index.html)
- b. Certificate of Vote (Appendix G-3)
- c. Proof of Insurance Compliance with Appendix H: *State of New Hampshire Terms and Conditions*, Section 14: *Insurance*.

A-4 State Team

The State EMD Supervisor will assume a leadership role and will champion activities to completion.

A-4.1 State EMD Supervisor

The State EMD Supervisor will oversee and assist with the consultant activities and is responsible for everything that the consultant does or fails to do, and has the primary responsibility for ensuring a successful collaboration between the state and the vendor. Major duties include:

- Overseeing Consultants Plan
- Leading the project

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- Promoting the project statewide
- Developing training consistent with the Medical Direction received
- Managing Quality Improvement issues and risks
- Managing stakeholders' concerns in collaboration with the Bureau Chief
- Providing accurate timely reports to stakeholders
- Advising the State's Upper Management on major issues related to the Project scope and schedule
- Reviewing major project risks and providing guidance on appropriate mitigation actions
- Informing the State's Upper Management and any other interested stakeholders of compliance to protocol.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

The State seeks proven, experienced physician consultant(s) to work with State personnel in accordance with the Schedule and the requirements and Deliverables of Appendix C: *Requirements and Deliverables* and Appendix E: *Standards for Vendor Qualifications*.

It is the intent of the Bureau of Emergency Services to solicit proposals from vendors that can provide professional services assisting the Bureau of Emergency Services as the Medical Director. These services will include the following:

1. The vendor is to provide all labor, mileage, parking, tolls, transportation, lodging, meals, materials, equipment, tools and report preparation as necessary to provide the required level of services so the cost proposal must be fully loaded.
2. The Vendor shall supply a physician meeting or exceeding the requirements set forth herein (the "Physician"), as may be mutually agreed upon by the parties, to provide Medical Director Consulting Services to the Bureau of Emergency Services as more specifically described herein (the "Services"). Physician shall perform the Services for the Bureau of Emergency Services diligently, competently, and in good faith and will devote such time, effort and other resources towards the performance of the Services as shall reasonably be required. Vendor shall provide notice as soon as practical to the Bureau of Emergency Services of Physician's emergency or unplanned absences. Vendor shall make reasonable effort to establish coverage for Services during Physician's absences.

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APPENDIX C: REQUIREMENTS AND DELIVERABLES

C-1 Requirements

Requirements for Vendor Medical Director Consultant(s) for this RFP Proposal include:

- 1. Standard Service:** During the term of this Agreement, the Physician shall dedicate seventy two (72) hours per annum (estimated to be an average of approximately six (6) hours per month) of Standard Services. The Bureau of Emergency Communications needs will dictate actual monthly use of Standard Service hours (i.e. in one month, twelve hours may be used while in the next, three or even zero hours may be used). Vendor will provide reasonable advance notice to the Bureau of Emergency Communications of vacation or other scheduled absent time. Standard Service includes, but is not limited to:
 - a. Participate in the oversight of ongoing education, training, and medical care provided by the Division to Emergency Medical Dispatchers (EMD's).
 - b. Participate in quality improvement and risk management activities, including oversight of call-taker compliance with protocols including reliability and consistency.
 - c. Participate in the design, operation and data analysis of the medical protocol system utilized by the Bureau of Emergency Communications and data base programs for community injury and disease surveillance.
 - d. Represent the Bureau of Emergency Communications' interests at such meetings and functions as may be required.
 - e. Maintain confidentiality in accordance with Department of Safety, Division policies and procedures as well as state and federal laws including HIPPA standards.

- 2. Emergency Service:** While not anticipated to be used, the Bureau of Emergency Communications may need Services for emergencies (i.e. court case wherein Physician is called upon to provide expert testimony). Sixteen (16) additional hours of Service shall be made available, on a reserve basis each year to be used for such emergencies. Payment for such Emergency Service hours shall be at the then-rate of hourly payment. Division shall not be charged for unused Emergency Service reserve hours.
 - a. If Bureau of Emergency Communications emergency service needs exceed the allotted sixteen (16) emergency hours, and the Division determines the remaining standard service hours (72 hour annual allotments) is insufficient, it will need to utilize Governor & Council approval procedures to secure additional funding which will require reasonable time to secure.

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- b. If Vendor determines the physician is unavailable for any or all such emergency hourly use, it may, upon consent of Bureau of Emergency Communications, provide an equally or greater qualified substitute for such emergency service until designated physician is available.
- c. Reasonable amount of notice shall be given by the Bureau of Emergency Communications to Vendor when emergency hours will be needed. The Vendor shall not unreasonably refuse to provide such emergency service.

Neither the vendor, nor its personnel, shall represent themselves as employees or agents of the State. While on State property the vendor's personnel shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State of New Hampshire.

All vendor personnel shall observe all agency regulations or special restrictions in effect while on State property.

C-2 Deliverable

The Deliverable is fully qualified, NH licensed Physician Consultant personnel with knowledge and experience as declared in Appendix E, Section E-2: *Candidates for Vendor Consultant Roles*, capable of fulfilling the Requirements stated in Appendix C, Section C-1: *Requirements and Deliverables*, as directed by the State Project Manager.

The ideal proposal would contain resumes describing job specialties detailed in Section C-1 above. This/These resumes would represent resources having a professional affiliation with the Vendor Company but only a subset of these resume(s) would represent consultants the Vendor is actively proposing for appointment.

C-3 Vendor Requirements Response Requirements and Deliverables

Vendors shall complete a narrative response for each of the above described deliverables for each physician consultant candidate proposed and indicate whether the Requirement/Deliverable can be met by the Vendor.

APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Not used for Consultants for Support

APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are an important factor in selecting the Vendor Consultants as Support to the State staff. To facilitate evaluation of Vendor qualifications, the State seeks information about the corporate qualifications of each Vendor proposed to participate in the Project and the individual qualifications of candidates for Consultant staff roles. This appendix identifies specific information that must be submitted.

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E-1 Required Information on Corporate Qualifications

The Vendor submitting a Proposal to this RFP must identify any Subcontractor(s) and provide the following for the Vendor and each Subcontractor identified:

E-1.1 Corporate Overview (2 Page Limit)

Identify the proposed role of the Vendor or Subcontractor firm as related to this RFP request. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's experience with the requested skills and in New Hampshire.

E-1.2 Financial Strength

Provide the following:

- The current Dunn & Bradstreet report;
- The firm's two most recent audited financial statements; and
- The firm's most recent un-audited, quarterly financial statement.

E-1.3 Litigation

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

E-2 Candidates for Vendor Medical Director Consultant Staff Roles

Provide a resume not to exceed five (5) pages for each Vendor Consultant staff position proposed. Each resume should address the following:

- Experience and reputation in the field of Emergency Medicine;
- Extensive knowledge of Emergency Medical Dispatch Systems, preferable certified as an Emergency Medical Dispatcher;
- Extensive knowledge of Quality Improvement Process;
- Extensive knowledge of Emergency Medical Service (EMS), preferable a license EMS Provider;
- Experience as a Medical Director and Administrator experienced in the development of Pre-hospital protocols;

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APPENDIX F: PRICING WORKSHEETS

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

F-1 Vendor Proposed Position Rates Pricing Worksheet

Using the format provided in the following table, list titles of proposed consultant positions to be filled by Vendor Consultant staff. Include hourly rates for all staff proposed. “SFY” refers to State fiscal year. The New Hampshire State Fiscal year runs from July 1 through June 30 of the following calendar year.

Table F-1: Vendor Proposed Position Rates Pricing Worksheet

Features	Proposed Consultant	FY Year 17 Cost	FY Year 18 Cost	FY Year 19 Cost
Cost per hour for Standard Service for year 1 as outlined in Appendix C (72 annual hours)				
Cost per hour for Emergency Service for year 1 as outlined in Appendix C (16 annual hours)				
Total–Annual Cost				

F-2 Optional 2 Year Extension Worksheet

The State may extend the current vendor to continue to provide the consulting services described in this RFP for an additional two years. The following format must be used to provide this information. “SFY” refers to State fiscal year. The New Hampshire State Fiscal year runs from July 1 through June 30 of the following calendar year.

Table F-2: Optional Vendor Proposed Pricing Worksheet

Features	Proposed Consultant	FY Year 20 Cost	FY Year 21 Cost
Cost per hour for Standard Service for year 1 as outlined in Appendix C (72 annual hours)			
Cost per hour for Emergency Service for year 1 as outlined in Appendix C (16 annual hours)			
Total–Annual Cost			

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APPENDIX G – SAMPLE CERTIFICATES

G-1 New Hampshire Certificate of Authority or Certificate of Good Standing

(VENDORS NEED TO SUBMIT AT CONTRACT AWARD TIME)

As a condition of Contract award, the Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 2016, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

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

G-2 Computer Access and Use Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO ONCE YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE'S COMPUTER FACILITIES.

G-2.1 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"), User understands and agrees to the following rules:

- That numerous security and privacy regulations, both State and federal apply to client and business information contained in all State of New Hampshire's information systems. Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- That any person or any use not specifically known by the User as being authorized to access or use Information shall be promptly reported to the appropriate supervisor.

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- That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use.
- That at no time shall User access or attempt to access any information without having the express authority to do so.
- That at no time shall User access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- 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 User 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.
- That only equipment or software owned, licensed, or being evaluated by the State, can be used by User. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.
- That at no time shall User share or use another person's confidential computer password(s) or premises access card.
- That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
- That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
- That if User 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.
- That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.
- That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

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G-2.3 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”. The Authorized User understands and agrees that email shall not contain or be used for:

1. Any unlawful purpose.
2. Material that may be viewed as insulting. Demeaning, harassing or threatening (including sexual harassment).
3. Distribution of pornographic or obscene material.
4. Profane or abusive language.
5. Distribution of non-business materials including but not limited to jokes, chain letters, cartoons, sound files, amusement or entertainment purposes or executables not specifically business related.
6. Creating or transmitting statements, messages, languages, images, that might constitute hostile or offensive material likely to be disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or political beliefs.
7. Personal business or commercial business.
8. Invasion of the privacy of others.
9. Any use that compromises the integrity of the systems, network, other network users, or any interruption or disruption of services or equipment.
10. Any use that reflects poorly on a State entity or the State of New Hampshire.
11. Any lobbying contact or effort in support of such contacts, or causing others to make contact with members of the legislature or legislative committees including but not limited to: preparation and planning activities, research, and other background work that is intended at the time performed, to influence the approval, modification, or rejection of any legislation by the legislature of the State of New Hampshire or any committee thereof without the explicit consent of the Chief Information Officer (CIO) or its designee.
12. Misrepresentation of the Authorized User’s identity, including using another’s Authorized User ID and password.

Technical support personnel shall not review the content of an Authorized User’s communications out of personal curiosity or at the behest of another without the required authorization. Authorized Users shall not intercept, disclose or assist in intercepting or disclosing any electronic communications, except as authorized by this policy.

Authorized Users shall move important information from email message files to shared folders and drives to ensure proper backup. Messages no longer needed shall be purged periodically from personal storage areas. Technical support personnel shall monitor storage usage and advise when limits are approaching storage limits or have been reached and purging is required.

G-2.3 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.

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1. Authorized Users are given State provided access to Internet and Intranet resources to assist them in the performance of their jobs.
2. Internet/Intranet Authorized Users are responsible for all material accessed under their user ID.
3. Software for browsing is provided to Authorized Users for State related business use only.
4. The Authorized User understands and agrees that the Internet/Intranet shall not be used for:
 - a. Chat rooms, interactive games, and personal message boards
 - b. Downloading graphics, sound files, video clips or other files for personal use
 - c. Access to or the distribution of pornographic or obscene materials
 - d. Anything that interrupts or disrupts other network Authorized Users, services or equipment
 - e. Violations of the privacy of other Authorized Users or their data
 - f. Intentional copying of any software, program(s), or data without a prior, good faith determined that such copying is permissible. (Efforts to obtain permission shall be documented)
 - g. Intentional misrepresentation of yourself electronically as another, unless specifically authorized to do so by that Authorized User
 - h. Intentionally developing programs designed to harass users or to infiltrate a computer or computing system and/or damage or alter the software components of same
 - i. Fund raising or public relations activities not specifically related to State business
 - j. Any purpose not directly related to the mission or intent of the agency

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G-3 Sample Certificate of Vote

CERTIFICATE

(Corporation without Seal)

I, _____, Clerk/Secretary of the
_____, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the _____, a
_____ corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the _____ day of _____, 201X which meeting was duly held in accordance with _____(State of incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a Contract with the State of New Hampshire, acting by and through the DOS/JONE Program of the DEPARTMENT OF SAFETY, providing for the performance of certain IT Consulting services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said Contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

_____ President

_____ Vice President

_____ Treasurer

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and;

(7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this _____ day of _____, 2016.

Clerk/Secretary

STATE OF _____

COUNTY OF _____

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APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS- P-37

Remainder of this page intentionally left blank

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Safety		1.2 State Agency Address 1.3 33 Hazen Drive 1.4 Concord, NH 03305	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Elizabeth Bielecki		1.10 State Agency Telephone Number 223-8020	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement (“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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.