New Hampshire Department of Information Technology

RFP Cover Sheet

<table>
<thead>
<tr>
<th>Name of Agency/Division:</th>
<th>Department of Safety, Division of Motor Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number/Name:</td>
<td>DMV-2019-01/ STATE MOTOR VEHICLE INSPECTION Management system</td>
</tr>
<tr>
<td>RFP Purpose:</td>
<td>Procure a computer-based System that will facilitate accurate vehicle safety and OBD testing at all NH licensed inspection stations, and consistent electronic reporting of inspection test results to a secure central Vehicle Inspection Database (VID) and that will be able to adapt to meet changing data reporting and management needs of the State. The System shall include a solution for printing/producing an inspection sticker on demand.</td>
</tr>
<tr>
<td>Background Information:</td>
<td>The current vendor contract that provides these services to the state expires on 6/30/2019.</td>
</tr>
<tr>
<td>Special Concerns:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Submitted By:</th>
<th>Current Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>Email:</td>
</tr>
</tbody>
</table>
DMV-2019-01

RFP ISSUED……………………………………………….….   May 7, 2018

OPTIONAL VENDOR CONFERENCE…………… ………….May 21, 2018 10:00AM ET

AT: ………………………………………………………...     NH Division of Motor Vehicles
Stephen Merrill DMV Building
23 Hazen Drive
Concord, NH 03305

STATE POINT of CONTACT………………………………… Lisa Lienhart
Lisa.Lienhart@dos.nh.gov
(603)227-4050

CONTRACT TYPE…………………………………….Fixed Price

PROPOSALS DUE……………………………………June 15, 2018 2:30 PM
1. INTRODUCTION
The State of New Hampshire, acting through the Department of Safety, Division of Motor Vehicles (DMV), is releasing this Request for Proposal (RFP) to seek proposals from qualified vendors to replace an existing vehicle safety and On Board Diagnostics (OBD) inspection system and associated services.

1.1 Project Overview
Among its many responsibilities, the New Hampshire Department of Safety’s Division of Motor Vehicles (DMV) administers the State’s motor vehicle inspection and maintenance (I/M) program that includes an Enhanced Safety Inspection, a second generation On Board Diagnostics (OBD) test, and on-demand inspection sticker printing capabilities, collectively referred to throughout this Request for Proposals (RFP) as the NH I/M Program. DMV works collaboratively with the New Hampshire Department of Environmental Services (DES) who has primary responsibility for air quality related programs and policies, in designing and implementing the NH I/M Program.

Because the current NH I/M Program is widely accepted throughout the State, and because vehicle inspection data have demonstrated the value of the program in keeping NH motorists safe, improving our quality, and ensuring compliance with state inspection requirements, the State seeks to maintain, at a minimum, the same level of service and system capabilities that it currently enjoys. The State will consider innovative approaches and new technologies that might enable a higher level of service to New Hampshire inspection stations and motorists.

1.2 Contract Award
The State plans to execute a Service contract as a result of this RFP. The contract will be an authorization to 1) provide services and equipment associated with conducting State Motor Vehicle Inspections, as outlined in this RFP, 2) enter into an agreement with and collect fees from participating inspection stations and 3) transmit sticker fees collected to the State as required by statute. If an award is made, it shall be made based upon evaluation of the submitted proposals in accordance with the review process outlined in Section 5 below. The award will be based upon criteria, standards, and weighting identified in this RFP.

1.2.1 Non-Exclusive Contract
Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make
If a Contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire. A Contract award is contingent on approval by the Governor and Executive Council.

1.3 Contract Term

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

The Vendor shall be fully prepared to commence work by July 1, 2019 after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

The Vendor’s initial term will begin on the Effective Date and extend through June 30, 2024. The term may be extended up to two years (“Extended Term”) at the sole option of the State, subject to the parties’ prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2026.

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

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

1.3.1 Contract Negotiations and Unsuccessful Bidder Notice

If a Vendor is selected, the State will notify the selected Vendor in writing of their selection and the State’s desire to enter into contract discussions. Until the State successfully completes discussions with the selected Vendor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor.

In accordance with New Hampshire Statutes Chapter 21-I:13-a, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of RSA 91-A:4, concerning specific responses to this RFP, from the time the RFP is made public until the contract is actually awarded, in order to protect the integrity of the public procurement process.
This means unsuccessful Vendors shall not be notified until after the Governor and Executive Council have approved the resulting Contract. No information can be provided to non-selected Vendor until after contracts are awarded, at which time non-selected applicants may submit a written request for more information about the reasons for not being selected and recommendations that may make future applications more effective. Such requests are not considered appeals. Once an applicant has submitted a letter, the State will attempt to accommodate such requests within a reasonable time.

1.4 Subcontractors

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

The following table provides the Schedule of Events for this RFP through Governor and Council approval and Notice to Proceed.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP released to Vendors (on or about)</td>
<td>May 14, 2018</td>
<td></td>
</tr>
<tr>
<td>Vendor Inquiry Period begins (on or about)</td>
<td>May 14, 2018</td>
<td></td>
</tr>
<tr>
<td>Notification to the State of the number of</td>
<td>May 21, 2018</td>
<td></td>
</tr>
<tr>
<td>representatives attending the Optional Vendor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conference</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Optional Vendor Conference; location</td>
<td>May 31, 2018</td>
<td>10:00 AM</td>
</tr>
<tr>
<td>identified in General Instructions, Section 4.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor Inquiry Period ends (final inquiries due)</td>
<td>June 4, 2018</td>
<td></td>
</tr>
<tr>
<td>Final State responses to Vendor inquiries</td>
<td>June 11, 2018</td>
<td></td>
</tr>
<tr>
<td>Final date for Proposal submission</td>
<td>June 22, 2018</td>
<td>2:30 PM</td>
</tr>
<tr>
<td>Invitations for oral presentations</td>
<td>July 13, 2018</td>
<td></td>
</tr>
<tr>
<td>Vendor presentations/discussion</td>
<td>July/Aug 2018</td>
<td></td>
</tr>
<tr>
<td>sessions/interviews, if necessary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anticipated Governor and Council approval</td>
<td>Nov 2018</td>
<td></td>
</tr>
<tr>
<td>Anticipated Notice to Proceed</td>
<td>Dec. 1, 2018</td>
<td></td>
</tr>
</tbody>
</table>

3. SOFTWARE, REQUIREMENTS AND DELIVERABLES

3.1 Software

Each Proposal must present Software that can fully support the required functionality listed in Appendix C: System Requirements and Deliverables.

3.2 Requirements

3.2.1 Appendix B: Minimum standards for Proposal Consideration, compliance with System requirements, use of proposed COTS Software, Vendor Implementation experience, and proposed Project Team.

3.2.2 Appendix C: System Requirements and Deliverables

3.2.3 Appendix D: Topics for Mandatory Narrative Responses for Software, technical, Services and Project Management topics.
3.2.4 Appendix E: Standards for Describing Vendor Qualifications including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates’ qualifications.

3.3 Deliverables

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements for these deliverables are provided in Appendix F: Pricing Worksheets. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: System Requirements and Deliverables. Appendix D: Topics for Mandatory Narrative Responses solicits responses, which will expound on the Vendors’ understanding of the Implementation process, the manner of Service delivery and experience with similar projects related to the Software, technical Services, and Project Management topics.

3.3.1 Overview of Vendor Responsibilities/Key Deliverables:

The Vendor will be responsible for the successful completion of all deliverables specified in this RFP. Specific deliverables are listed in Appendix C. The deliverables may be summarized as items designed to ensure a Vendor does the following:

1. Provide a cost-effective, efficient, user-friendly secure, computer-based System, inclusive of a secure database, that complies with all federal requirements found in Title 40 Code of Federal Regulations Parts 51 and 85 and New Hampshire statutes and administrative rules. The System shall facilitate accurate OBD testing of vehicles equipped with OBD that are less than 20 model years old, and consistent electronic reporting and data capture of inspection results from all licensed inspection stations to the State. The System will restrict access to the System to eligible users.

2. Provide a System that can endure the rigor of a typical NH inspection station environment, afford the inspection stations the options for wireless equipment as specified in Appendix C, and enable NH’s inspection stations to conduct the required inspections as efficiently as possible. Conditions in a typical NH inspection station environment include, but are not limited to, exposure to varying temperatures and humidity levels, airborne particles, and presence of liquids/oils/grease.

3. Develop, provide, and maintain an ongoing quality assurance program to discover and prevent fraud, waste, and abuse and to determine whether the procedures being followed are adequate, if testing equipment is performing accurately, and if other problems might exist that would impede program performance.

4. Provide comprehensive data analysis and support, specified reports, and the ability to query the testing database to authorized personnel that will facilitate program oversight, including detecting, identifying, and prosecuting inspection-related fraud.

5. Provide website, telephone and other support for inspection stations that will aid in the resolution of any issues and provide overall information in support of the program.
6. Provide on-going System development and programming hours to accommodate necessary modifications to the System and/or any other project services. Necessary modifications may include changes dictated by administrative and/or statutory changes.

7. Assure a smooth transition to the Vendor's System through effective change management.

8. Provide a mechanism to create an On Demand Inspection Sticker as a result of passing inspection as outlined in Saf-C 3202.15 and Saf-C 3202.18.

9. Provide an interface mechanism for importing updated or new inspection station, mechanic, inspection sticker and registration information from the State's existing systems.

10. Establish a State- approved contractual agreement with inspection stations for the utilization of the Vendor's system to perform vehicle safety and OBD inspections based on cost per test collected by the Vendor from the inspection stations. Contract directly with inspection stations and collect station payment/fees as applicable.

11. Collect State sticker fees ($3.25 per sticker) from inspection stations and transmit payment of the $3.25 sticker such fees to the State as required by statute.
4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

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

State of New Hampshire  
Department of Safety, Division of Motor Vehicles  
c/o Lisa Lienhart  
23 Hazen Drive  
Concord, New Hampshire 03301

Cartons containing Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE  
DIVISION OF MOTOR VEHICLES  
RESPONSE TO DMV-2019-01  
STATE MOTOR VEHICLE INSPECTION MANAGEMENT SYSTEM  
PROJECT

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

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

The State reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the Secretary to do so.

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

Package 1:

a. One (1) original and ten (10) clearly identified copies of the Proposal, including all required attachments,

b. One (1) copy of the Proposal Transmittal Form Letter (described in Section 4.18.2: Transmittal Form Letter, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked “ORIGINAL.”

c. One (1) electronic copy of proposal in MS WORD format and One (1) electronic copy of the Requirements Attachment A in MS EXCEL format. Email copies will not be accepted.
Package 2:

d. A separate cost proposal. The cost Proposal must be labeled clearly and sealed separately from the main proposal. Each cost proposal (one (1) original and 2 copies must be bound separately. One (1) Excel spreadsheet–based version on CD/DVD-ROM or USB drive must also be provided.

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

4.2 Proposal Inquiries

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

LISA LIENHART
DEPARTMENT OF SAFETY
23 HAZEN DRIVE
CONCORD New Hampshire, 03305
Email: Lisa.Lienhart@dos.nh.gov

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

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

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: Schedule of Events; however, this date may be subject to change at the State’s discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.
4.2.1 Restriction of Contact With State Employees
From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in Section 4.2: Proposal Inquiries. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

4.3 Vendor Conference
An optional Vendor Conference will be held at the following location on the date and at the time identified in Section 2: Schedule of Events:

NH Division of Motor Vehicles
Stephen Merrill DMV Building
23 Hazen Drive
Concord, NH 03305

All Vendors who intend to submit Proposals shall attend the Vendor Conference. Vendors are requested to RSVP via email by the date identified in Section 2: Schedule of Events, indicating the number of individuals who will attend the Vendor Conference.

Vendors are allowed to send a maximum number of four representatives.

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

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State’s final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the State of New Hampshire website by the date specified as the final State responses to Vendor inquiries as specified in Section 2: Schedule of Events. Vendors are responsible for any costs associated with attending the Vendor Conference.

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

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

4.6 **Non-Collusion**

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

4.7 **Validity of Proposal**

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

4.8 **Property of the State**

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

4.9 **Confidentiality of a Proposal**

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

4.10 **Public Disclosure**

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

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will
endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Vendor has properly and clearly marked confidential, the State will notify the Vendor of the request and of the date and the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State’s notice without any liability to the Vendors.

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

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

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

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

4.14 Oral Presentations/Interviews and Discussion
The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the COTS application. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

4.15 Required Contract Terms and Conditions
By submitting a Proposal, the Vendor agrees that the State of New Hampshire terms and conditions, contained in Appendix H: State of New Hampshire Terms and Conditions herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State’s terms and conditions and any portion of
theVendor’sProposal, theState’sterms and conditions shall take precedence and supersede any and allsuch conflicting terms and conditions contained in the Vendor’s Proposal.

4.16 Proposal Format

Proposals should follow the following format:

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

4.17.1 Technical Proposal

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

- 4.17.2 Cost Proposal

- Cover Page
- Completed tables listed in Appendix F: Pricing Worksheets
- One (1) original Cost Proposal paper document labeled: “RFP DMV-2019-01COST PROPOSAL ORIGINAL” and one (1) copy in the form of a digital document in “PDF” format properly recorded on
separate, blank, standard CD-R recordable disc or USB flash drive labeled: “RFP # DMV-2019-01 COSTPROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

4.18 Proposal Content

4.18.1 Cover Page

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
RESPONSE TO RFP DMV-2019-01
STATE MOTOR VEHICLE INSPECTION MANAGEMENT SYSTEM

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

4.18.2 Transmittal Form Letter

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

Remainder of this page intentionally left blank
State of New Hampshire Proposal Transmittal Form Letter

Company Name__________________________________________________________________
Address_________________________________________________________________________

To:   NH Department of Safety State Point of Contact:  Lisa Lienhart
      Telephone (603) 227-4050
      Email: Lisa.Lienhart@dos.nh.gov

RE:   Proposal Invitation Name:  State Motor Vehicle Inspection Management System
      Proposal Number:  DMV-2019-01
      Proposal Due Date and Time:  June 15, 2018 at 2:30PM ET

Dear Sir:

Company Name: _________________________ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH DMV-2019-01 State Motor Vehicle Inspection Management System at the price(s) quoted in Vendor Response: Cost Proposal, and Appendix F: Pricing Worksheets, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: State of New Hampshire Terms and Conditions.

Company Signor: ______________________________________ is authorized to legally obligate Company Name: _________________________.

We attest to the fact that:

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

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

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

The Vendor has read and included a copy of RFP DMV-2019-01 and any subsequent signed Addendum (a).

Our official point of contact is ____________________________________________
Title _______________________________________________
Telephone_______________________Email________________________________________
Authorized Signature Printed ________________________________________________
Authorized Signature ________________________________________________________
4.18.3 Table of Contents
The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.17: Proposal Organization, but should provide detail, e.g., numbering, level of detail.

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

4.18.5 Section II: Glossary of Terms and Abbreviations
The Vendor must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.

4.18.6 Section III: Responses to System Requirements and Deliverables
System requirements are provided in Appendix C: System Requirements and Deliverables.

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

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

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

4.18.9 Section VI: Qualifications of key Vendor staff
This Proposal section must be used to provide required information on key Vendor staff. Specific information to be provided is described in Sections: E-2: Team Organization and Designation of key Vendor staff; E-3: Candidates for Project Manager; and E-4: Candidates for key Vendor staff Roles, of Appendix E: Standards for Describing Vendor Qualifications.
4.18.10 **Section VII: Copy of the RFP and any signed Addendum(a) -** required in original Proposal only

4.18.11 **Section VIII: References**- (Provide two (2) or more references) The Vendor must have completed a similar implementation as is proposed to the State for at least at least two (2) government client comparable in size and complexity to the State of New Hampshire within the last eight (8) years. The specific Vendor proposed Software version and functionality must be described. At a minimum, the following should be addressed:

- Experience relevant to the planning, design, development, management, operation, and oversight of motor vehicle inspection and maintenance and safety testing programs.
- Provide current contact information for appropriate references.

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

4.19 **Cost Proposal**

The Separate Cost Proposal must describe the proposed cost of the Vendor proposal based on and reflected by the inclusion of the completed tables listed in Appendix F: Pricing Worksheets;

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

5.1 Scoring Proposals

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

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

A proposal Evaluation Team of State employees, will independently evaluate and score the response to each item. There are three stages to the evaluation and scoring process:

Adherence to Mandatory Requirements (Pass/Fail): The Evaluation team will identify if the Vendor’s proposal meets the mandatory requirements as identified in the RFP. If the Vendor’s proposal does not meet all the mandatory requirements, the proposal will not be considered for further evaluation and scoring.

Evaluation of Technical Proposal: The Evaluation Team will review the Vendor’s responses to the criteria and standards as identified in Section 5.4. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = not acceptable
1 = well below average
2 = below average
3 = average
4 = above average
5 = outstanding

The scores for each section will be averaged and weighted by the associated Weighting Factors in the table below. The resulting product will be the item’s Raw Weighted Score.

The total average score for all sections will be calculated and the resulting number will be compared against the average scores of all other proposals being evaluated. Proposals with a score less than the average of all the evaluated proposals will be disqualified from Cost Scoring.

Cost Proposal - Vendor’s cost proposals will be given a weighted score based on thirty (30) maximum available points using the following formula:
Vendor’s Cost Score = \( \frac{\text{Lowest Proposed Cost}}{\text{Vendor’s Proposed Cost}} \) multiplied by weighting factor (30 points x weighting factor)

The combined scores from the Technical and Cost evaluations will be used to determine which Vendor’s proposal will be considered for intent to award.

<table>
<thead>
<tr>
<th>Evaluation Factors</th>
<th>Weighting factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adherence to Mandatory Requirements</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Proposed System and Services to be provided</td>
<td>40%</td>
</tr>
<tr>
<td>Vendor’s Technical, Service and Project Management Approach</td>
<td>15%</td>
</tr>
<tr>
<td>Vendor Company and Staffing Qualifications</td>
<td>15%</td>
</tr>
<tr>
<td>Solution Cost (Rates and Pricing)</td>
<td>30%</td>
</tr>
</tbody>
</table>

5.2 Rights of the State in Evaluating Proposals
The State reserves the right to:

a. Consider any source of information including but not limited to: State employees, Internet research and rating agencies, in evaluating Proposals;

b. Omit any planned evaluation step if, in the State’s view, the step is not needed;

c. At its sole discretion, reject any and all Proposals at any time; and

d. Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract terms with the highest scoring Vendor.

5.3 Planned Evaluations
The State plans to use the following process:

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

5.3.1 Initial Screening
The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: Minimum Standards for Proposal Consideration. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.
5.3.2 Preliminary Scoring of Proposals
The State will establish an evaluation team to initially score Proposals.

5.3.3 Oral Interviews and Product Demonstrations
Preliminary scores from the initial evaluation of the Proposals will be used to select Vendors to invite to oral interviews and product demonstrations.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations.

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

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

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

5.4 Scoring Detail
The State will select a Vendor based upon the criteria and standards contained in this RFP.

5.4.1 Scoring of the Proposed System and Services to be provided
The Vendor’s Proposed Solution will be allocated a weighting of 40 percent. The main purpose of this section is to measure how well the solution meets the business needs of the Agency. The contribution of scoring team members representing all stakeholders will be critical in this section.
Factors include but are not limited to:

**System Architecture** - Scoring this aspect of the proposals will include, how well it: (1) Fulfills all business requirements and regulatory requirements in Attachment A: Business Requirements Document; (2) Can adapt to future business and legislative-driven changes; (3) Architecture accommodates future federally mandated changes and requirements; (4) Accommodates for planned or prospective growth.

**Features** - How well does the solution do the things the System needs to do?

**User Friendliness/Usability and Efficiency** - How quickly can a user perform a needed task? How easy is it to learn, is it intuitive? Is its navigation and interface similar to other software used? How steep is the learning curve?

**Criteria for these scores will be found in but are not limited to:**

- Proposal Section III: Responses to Requirements and Deliverables
- Attachment A: Requirements, particularly business requirements
- Proposal Section IV: Narrative Responses
- Vendor Presentation and Demonstration

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

Vendor proposed Services will be allocated a weighting factor of 15 percent. In this section the State will score the technical merits of how the Vendor proposes to carry out the implementation and maintain the solution. The Implementation of the Solution will require the Vendor to customize or configure the application to meet the requirements of the State, monitor and ensure its operation throughout the warranty period and, if maintenance is to be provided, to be a partner in the Solution’s operation throughout its useful life. Technical details of the System, administrative procedures, how the Vendor manages its team, the project and the technical environment will be critical. How compatible the Vendor’s procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

Factors include but are not limited to:

**Protection of Data** - The degree to which continuous operations are insured against unexpected problems, including but not limited to the service level agreement being proposed.

**Project Execution** - Do company procedures facilitate: communication with the State, the early discovery and resolution of problems, efficient and effective operation through Implementation and an effective support structure of the System.
Project Management Competence - Administrative, management quality control and oversight

Ongoing Operations - Post Effective Production Date operation and support. (SLA)

Criteria for these scores will be found in but are not limited to:
- Proposal Section III: Responses to Requirements and Deliverables
  Attachment A - Technical Requirements
- Proposal Section IV: Narrative Responses
- Proposed Work Plan
- References

5.4.3 Scoring of Vendor Company and Staff Qualifications
Vendor Company qualifications will be allocated a weighting factor of 15 percent. Vendor Staff must have the training and experience to support the Vendor’s company plan to implement and support the System. It must be established that the Vendor’s company and staff is capable of carrying out the Project through Implementation and the maintenance period

Factors include but are not limited to:

- **How long in business** - A proven track record of operation for a number of years.

- **How many years’ experience with this product** - Demonstrates competence in working with the proposed product or technology through references from other jurisdictions.

- **Bench Strength and support structures** - The State will consider the depth of required technical skill within the company.

- **Litigation** - The relevance of involvement of the company in litigation will be considered.

- **Financial Strength** - Financial strength when measured by financial statements or a rating company is an indication of the company’s ability to operate long term and through unexpected problems.

- **Staff Training** - Staff must have relevant training to carry out the Project.

- **Staff Certifications** - Staff may require specific certification to support and configure needed equipment and software.
Staff Experience - Training and certification is important but experience with similar projects will be a major contributor to a smooth implementation.

Size and composition of Vendor Team - Are there sufficient staff resources and sufficient qualifications and experience within the Vendor team to carry out the project?

Criteria for these scores will be found in but are not limited to:
- Proposal Section V: Corporate Qualifications
- Proposal Section VI: Qualifications of Key Staff
- Vendor Presentations
- References

5.4.4 Scoring the Proposed System and Services Cost (scoring to be conducted after the technical evaluation)

Vendor-proposed Solution base cost per test will be allocated a weighting factor of thirty (30) percent. The Proposed Solution costs will be evaluated based on a cost per test to inspection stations (test fee and applicable sticker costs). The State will consider cost per test, provided in Attachment B, Section V: Cost Detail. The cost information required in a Proposal is intended to provide a sound basis for comparing costs.
APPENDIX A: BACKGROUND INFORMATION

A-1 Administration of New Hampshire’s I/M Program

New Hampshire requires most vehicles registered for on-road operation to undergo an annual safety inspection\(^1\). New Hampshire DMV is responsible for administering the State’s I/M program. The Project that is the subject of this RFP will be conducted in cooperation with the New Hampshire Department of Environmental Services (NHDES), which is responsible for compliance with the federal Clean Air Act and managing air quality related programs in the State, and the Department of Information Technology (DoIT), which coordinates the statewide Information Technology activities.

Federal Requirement for an I/M Program in New Hampshire

The Clean Air Act Amendments of 1990 were adopted to improve local and regional air quality. The determination of areas where specific air pollution strategies were to be implemented was based on monitored air quality and air pollutant emissions density (metropolitan statistical areas). The inventory of air pollution emissions nationally and in New Hampshire includes a significant contribution from the mobile source (transportation) sector because of the volume of vehicles and the fuel consumed. Strategies to reduce emissions from on-road vehicles prescribed the implementation of progressively lower emissions standards for new vehicles and an enhanced vehicle inspection and maintenance program (I/M) for the existing light duty vehicle fleet.

New Hampshire’s four southeastern counties (Merrimack, Rockingham, Hillsborough and Strafford – the “four county area”) were classified as marginal and serious for ozone non-attainment under the 1-Hour ozone standard, and portions of those counties are also designated as non-attainment under the newer 8-Hour ozone standard. In addition, the State of New Hampshire is located in the Ozone Transport Region. As a result, several air pollution emission reduction programs were required in New Hampshire’s four county area. Pursuant to Title 40 Code of Federal Regulations Part 51.350 New Hampshire is required to implement an Enhanced Inspection and Maintenance (I/M) program in the portions of the state within the specified Metropolitan Statistical Area boundaries. Strictly interpreted, this required centralized tailpipe and OBD testing for all vehicles model year (MY) 1968 and newer in the four county area. This approach was rejected by the New Hampshire General Court, and in 1998, New Hampshire submitted an Alternative I/M State Implementation Plan (SIP) to the Environmental Protection Agency (EPA) proposing an alternative that had environmental benefits superior to the required tailpipe testing. In short, New Hampshire demonstrated that an anti-tampering inspection on vehicles MY 1995 and older (and less than 20 years old), and an OBD inspection on all MY 1996 and newer gasoline and MY 1997 and newer diesel light duty vehicles and trucks (up to 8500 lbs GVWR) implemented statewide provides superior benefits to expensive and onerous tailpipe testing in just a portion of the state. EPA approved New Hampshire’s program as a SIP strengthening measure in 2001.

\(^1\) Revised Statutes Annotated 266.1
On-Board Diagnostic Testing in New Hampshire


Goals and Objectives for the New Hampshire Safety Inspections and On-Board Diagnostics Management Project:

The goals of the NH I/M Program are to:
1. Maintain and promote the use of safe vehicles on NH roadways.
2. Maintain and promote the use of vehicles that are free of excess emissions.
3. Provide exceptional customer service to our inspection stations and motorists relative to the inspection process.
4. Comply with federal Clean Air Act requirements.

The objectives of this RFP are to secure a Vendor to:
1. Provide and maintain an efficient, user-friendly, computer-based System that will facilitate accurate vehicle testing at all NH licensed inspection stations, and consistent electronic reporting of inspection test results to a secure central Vehicle Inspection Database (VID).
2. Provide a System capable of adapting to changing data reporting and management needs of the State.
3. Establish and maintain a VID that will host the inspection results and provide a clear, auditable trail for every inspection and test performed.
4. Ensure system is user-friendly so that mechanics (persons certified by the State to perform Safety and OBD inspections) can easily conduct required inspections and find information to inspection to their customers.
5. Enable appropriate DMV and State Police personnel to readily access vehicle inspection data in a format that will facilitate its use in detecting, identifying, and prosecuting inspection-related fraud.
6. Ensure quality, consistency, and accessibility of System information available to State managers.
7. Generate all reports, queries and analyses necessary to comply with the state’s USEPA reporting requirements.
8. Assist the state in raising public awareness of the benefits of the NH I/M Program, and to promoting understanding and acceptance of the program.
9. Develop and implement an ongoing quality assurance program to prevent fraud, waste, and abuse, to ensure proper procedures are being followed and test workstations properly operated, and to prevent other problems that could impede program performance.
10. Develop and implement a system that will enable all inspection stations to print stickers on demand as outlined in Saf-C 3202.15 and Saf-C 3202.18.
11. Establish a State-approved contractual agreement with inspection stations for the utilization of the Vendor’s system to perform vehicle safety and OBD inspections based on cost per test collected by the Vendor from the inspection stations.
12. Collect State sticker fees ($3.25 per sticker) from inspection stations and transmit such fees to the State as required by statute.

System specifications and deliverables designed to ensure these goals and objectives are met are discussed in Appendix C of this RFP.

The Vendor will be responsible for ensuring that the proposed System complies with all requirements of Title 40 Code of Federal Regulations Parts 51 and 85, and all New Hampshire statutes and administrative rules.

A-2 Department of Safety, Division of Motor Vehicles

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. We enforce 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.

The mission of the Division of Motor Vehicles is to enhance public safety on the roadways of New Hampshire by ensuring that our drivers, vehicles, and service providers are properly credentialed and by providing resources for the maintenance of our roadway infrastructure.

Through its six bureaus and 14 locations throughout the State, the DMV provides the citizens of New Hampshire with services including all aspects of driver licensing and motor vehicle transactions.

Our six bureaus include Driver Licensing, Financial Responsibility, Finance and Audit, Registration, Title and Anti-Theft, and Operations.

Bureau of Driver Licensing is responsible for providing, administering and issuing the operator driver licenses, commercial vehicle driver licenses, motorcycle endorsements, and the non-driver identification cards. Additionally, Driver Licensing is responsible for both the Motorcycle Rider Education program and the Motor Vehicle Driver Education program.

Bureau of Financial Responsibility is the central repository for information documented on a NH Motor Vehicle Record. This information includes convictions, suspensions and revocations, disqualifications, and restoration of licenses and registration privileges. Other key functions include the processing of all plea by mail summons and citations, processing of requests from insurance companies and others for both certified and non-certified copies of driving records and crash reports.
Bureau of Finance and Audit is responsible for the oversight of Municipal Agent compliance requirements and the development and oversight of fiscal policies. Other essential functions include performing both Municipal Agent and Substation audits, oversight of DMV Federal Grant Awards, and development and monitoring of agency internal controls.

Bureau of Registration is primarily responsible for managing the registrations of all automobiles, boats and all other types of vehicles. The Bureau is also responsible for all Dealer and Inspection Stations, International Registration Plan (IRP), and Walking Disability Plates and Placards. The Municipal and Boat Agent Help Desk answers both calls and e-mails from NH town and city clerks with questions regarding registration laws, rules and procedures.

Bureau of Title and Anti-Theft is responsible for issuing motor vehicle titles. The Bureau also determines legal ownership of motor vehicles on liens and initiates DMV investigations of both criminal and consumer fraud. The Title Bureau also initiates administrative hearings for compliance of title violations. The Bureau staffs a help desk for the National Motor Vehicle Title Information System which shares title information among the participating states to ensure issues involving stolen vehicles, vehicle brands, and odometer discrepancies are detected and resolved.

Bureau of Operations is responsible for processing all types of transactions, mainly over the counter, at any of the 14 substation/satellite offices. The DMV Substations process and administer most DMV transactions.

Our 14 offices are located in Concord, Dover, Epping, Keene, Manchester, Nashua, Newport, Salem, Tamworth, Twin Mountain, Gorham, Colebrook, Milford, and North Haverhill.

A-3 Department of Information Technology and Technology Status

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

A-3.1 Future Systems Environment

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

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

A-4 Related Documents Required

Vendors are NOT required to submit these certificates with their proposal. Vendors may be required to be a registered company in New Hampshire. The certificates will be requested from the selected Vendor prior to Contract approval.
a. Certificate of Good Standing/Authority (Appendix G-2-item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/Forms.html

b. Certificate of Vote (Appendix G-2-Item B)


### A-5 State Project Team

State high-level staffing for the Project will include:

#### A-5.1 Project Sponsor

The Project Sponsor, DMV Director Elizabeth A. Bielecki, will be responsible for addressing issues brought to her attention by the State Project Manager and assisting the State Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

#### A-5.2 State Project Manager

The State Project Manager, Chris Ialuna, Supervisor-Registration Bureau, will be responsible for reporting to the Project Sponsor detail status of the Project and has the primary responsibility for seeing to the Project’s success.

Major duties include:
- Leading the project;
- Promoting the project statewide;
- Developing project strategy and approach;
- Engaging all Vendors;
- Mitigating significant issues and risks; and
- Managing stakeholders’ concerns.

#### A-5.3 State Business Lead

The State Business Lead will be responsible to the State Project Manager and has the primary responsibility of coordinating the participation of the appropriate State functional area experts into the various portions of the project.

#### A-5.4 State Testing Coordinator

The State Testing Coordinator will be responsible to the State Project Manager and has the primary responsibility of assisting in the planning and testing of the software application being provided by the vendor.
A-5.5 State Training Coordinator

The State Training Coordinator will be responsible to the State Project Manager and has the primary responsibility oversight of training, specific to this project, to DMV staff. In addition, the State Training Coordinator will be responsible for oversight of the Vendor’s inspection station and mechanic training plan.

A-5.6 State IT Liaison

The State IT Liaison will be responsible to the State Project Manager and has the primary responsibility of providing and supporting an open channel of communication between all parties involved in the project relating to IT goals and needs for the success of the project. The parties are as follows:

- State of New Hampshire, Department of Safety
- State of New Hampshire, Department of Information Technology
- The Vendor

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

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

B-1 Submission requirements

- The Proposal is date and time stamped before the deadline as defined in Section 2: Schedule of Events. The Vendor has sent the proper number of copies with the original version of the Proposal marked “ORIGINAL” and the copies marked “COPY” as defined in Section 4.1: Proposal Submission, Deadline and Location Instructions.
- The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception.
- The proposed escrow agreement shall be submitted with the Vendor’s Proposal for review by the State.

B-2 Compliance with System Requirements

System requirements and Deliverables are listed in Appendix C: System Requirements and Deliverables in this RFP. The proposed Vendor’s Solution must be able to satisfy all mandatory requirements listed.

B-3 Vendor Implementation Service Experience

Within the last eight (8) years, the Vendor must have successfully deployed and maintained a system that is substantially similar to that proposed for the State of New Hampshire in at least one jurisdiction and whose project needs are comparable to the State of New Hampshire’s. If the vendor has deployed such a system, but the deployment occurred more than eight years ago, this shall still be acceptable if that system has functioned continuously since its deployment and is still in operation as of the date of this RFP’s release.

B-5 Proposed Project Team

Applicants shall identify and submit resumes of the proposed project team members. If certain team members are not yet selected the applicant shall provide a job description and minimum qualifications for positions that will be filled upon selection as the State’s vendor. At a minimum team members shall be able to provide the following expertise:

<table>
<thead>
<tr>
<th>Key Personnel</th>
<th>Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>The Project Manager has overall project responsibility for all of proposed Vendor staff and activities. The Project manager will work closely with specified staff at DMV. Qualifications for the Vendor’s Project Manager should include significant background in I/M Programs and implementation, including five (5) years of project management experience. The Project Manager</td>
</tr>
<tr>
<td>Role</td>
<td>Requirements</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Program Manager</td>
<td>The Program Manager will oversee day to day operation of the program and serve as the primary contact for DMV. This individual shall be located in the state or nearby to allow their participation in regularly scheduled and ad hoc meetings associated with the program. This individual should have experience in successfully managing multiple operations within a larger project, whose scope and complexity shall have been substantially the same as the proposed response to this RFP. This individual should also have significant knowledge of OBD vehicle and testing systems, and inspection requirements.</td>
</tr>
<tr>
<td>OBD Specialist(s)</td>
<td>The project team must include at least one individual with documented expertise in all aspects of OBD inspection programs, including but not limited to technical and automotive engineering issues, legal reporting requirements, testing equipment selection, and training requirements. This individual should have experience in the deployment and on-going operation of a decentralized project of similar size.</td>
</tr>
<tr>
<td>Database Administrator</td>
<td>The project team must include at least one individual with 3-5 years of experience in design, development, and implementation of relational databases used to implement and maintain similar decentralized OBD and safety inspection programs.</td>
</tr>
<tr>
<td>Additional Personnel</td>
<td>The vendor is encouraged to submit details of any additional project staff that will be necessary to assure that the proposed statewide project is designed, implemented, and maintained in a professional and cost-effective manner, which benefits the citizens of New Hampshire.</td>
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</table>

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

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APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK

This section provides an overview of the State’s current I/M program including statistical information regarding vehicle population, and current inspection volumes. While the number of vehicles subject to inspection, number of inspection stations, and other program elements are subject to annual variations, Vendors should base their Proposal costs on the information presented in this section and in Appendix X. This will enable the evaluation team to fairly compare Proposals.

C-1.1 Current Program Overview

New Hampshire’s vehicle inspection program is administered by the New Hampshire Department of Safety, Division of Motor Vehicles (DMV). The prime responsibility for air quality issues and policies falls on the New Hampshire Department of Environmental Services (NHDES). The two agencies work cooperatively to implement the State’s I/M program.

Vehicles to be Inspected
As authorized by New Hampshire Revised Statutes Annotated (RSA) 266:1\(^2\), the Director of DMV has established motor vehicle inspection requirements under the Code of Administrative Rule Chapter Saf-C 3200. Part Saf-C 3201 establishes the requirement that unless exempted, all on-road passenger cars, trucks, combination vehicles, trailers and semitrailers, motorcycles, farm and agricultural vehicles, antique vehicles and motorcycles, recreation vehicles, street rods and homemade vehicles are subject to inspection. Federal vehicles and new vehicles prior to sale for on-road use are exempt from this requirement.

In addition to the safety inspection, passenger cars and trucks up to 8500 pounds that are 1996 and newer gasoline, or 1997 and newer diesel fueled vehicles are subject to an OBD inspection pursuant to Saf-C 3222 provided that the vehicle is less than 20 model years old.

Network Type
The NH vehicle inspection network consists of approximately 2200 licensed inspection stations statewide. Of those stations, approximately 1700 are licensed to perform OBD testing. Internet connectivity varies throughout the State. Inspection Stations in rural areas may employ dial-up for internet

\(^2\) [http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXI-266.htm](http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXI-266.htm)
connectivity while stations in other areas may have greater access to high-speed connectivity. Inspection stations are responsible for maintenance of their internet connections and contracts with Internet Service providers (ISPs). Secure application connectivity from the workstation to the Vendor system is the responsibility of the Vendor.

**Frequency of Inspection and Fees**

All privately owned motor vehicles are subject to an annual safety inspection within the birth month of the primary registered owner. Corporate and fleet vehicles are inspected in specified months; government vehicles are inspected no later than September.

Inspection costs (i.e. fees charged to the customer for performing an inspection) are not set or otherwise controlled by the State. Inspection stations are required to post prices for both safety-only and safety plus OBD inspections and prices vary throughout the State. All inspection stations are required to pay a $3.25 fee per inspection sticker to the State. The vendor is responsible for collecting the $3.25 State fee from inspection stations, in addition to its own vendor test fees, and transmitting State fees to the State on regular basis. Currently, State Treasury requires the transfer of State fees to the State on a daily basis. **Vendor shall describe its proposed State revenue collection and transfer methodology that will comply with these requirements.**

**Inspection Procedure**

During an annual inspection all motor vehicles are inspected for safety. Light duty (<8,500 pounds) gasoline and diesel vehicles that are less than 20-years old also receive an OBD Test. Vehicle age is determined by subtracting the model year from the calendar year in which the inspection is taking place. The annual OBD inspections are conducted at the same time as the safety inspection. OBD inspections are conducted first, followed by the safety inspection. Inspectors are required to complete all portions of an inspection even if a vehicle fails for one component. For example, if a vehicle fails OBD an inspector would still proceed with the safety inspection.

OBD inspections are required to be conducted and reported electronically using the Work Station provided by the State’s vendor. The DMV may not require submittal of inspection results for 1995 and older vehicles electronically (RSA 266:1 VII-a(b)). However, the current program allows stations to submit safety inspection results for all vehicle model years and weights through the Work Station. Non-OBD tests currently may be reported through the Work Station. New Hampshire would like to retain this option.
Vehicle Rejection
Vehicles are rejected (failed) if they do not meet any of the inspection criteria established in Saf-C 3200. Motorists must complete safety related repairs and subsequently pass inspection by the tenth day of the month following the month in which their inspection is due. OBD related failures are allowed 60 days for repair as discussed below.

Enforcement
New Hampshire’s vehicle inspection program is enforced by use of a highly visible windshield sticker. The sticker consists of two parts, an insert indicating the month and year of inspection expiration and a colored backing. Failure to have a current inspection sticker is a violation that can be enforced by all local and state law enforcement officers. DMV may suspend or revoke the registration of an un-inspected vehicle, or may refuse to register it.

New Hampshire law (RSA 266:59b) allows motorists 60 days for repairs for OBD failures. Motor vehicles that pass the state’s safety inspection, but fail the OBD test receive a 60-day sticker consisting of two parts, an insert indicating the month and year of inspection expiration and a colored backing. The sticker expires 60 days from the date of the test. A vehicle is eligible for only one 60-day sticker during each inspection cycle. Motorists that operate with an expired sticker or no sticker are subject to the fines and consequences noted above.

New Hampshire offers economic hardship time extensions on a case-by-case basis as determined by the DMV. Such extensions are for a single inspection cycle and cannot be re-issued for a given vehicle. The hardship extensions were initiated in CY 2007. In addition, per DMV Administrative Rule Saf-C 3222.07 “Electronic Administrator’s Certificates” may be issued for motor vehicles that are determined by the DMV to have either OBD failures or communications issues for which no definable solution is available.

Inspection Stickers
Inspection stickers are comprised of two parts, an insert indicating the month and year of inspection expiration and a colored backing. The numeric insert is printed on-demand as a part of the Vehicle Inspection Report (VIR), cut out and applied to the colored backing. The colored backing is purchased by the inspection stations directly from the vendor. Stations are required to keep the colored backing in a locked and secure environment. Procurement and use of inspection stickers are specified in Administrative Rules Saf-C 3209 and Saf-C 3245, and in RSA Section 266:1, 266:1-a, and 266:2.
C-1.2 – Program Statistics

The following statistics are based on a snapshot of the DMV vehicle registration database on December 31, 2017:

- 1,538,692 vehicles were registered in the state

The following statistics were reported in the State of New Hampshire 2016 Annual Motor Vehicle Inspection Program Report submitted to EPA in July 2017:

- 1,517,877 vehicle registrations were recorded in the state in 2016 (reflecting that some vehicles are registered more than once in a year due to re-sale)
- 1,100,148 light duty vehicles, MY 1996 or newer were subject to the anti-tampering inspection or OBD test
- 1,053,884 OBD tests of light duty vehicles were completed
- 46,264 light duty vehicles visual anti-tampering inspections were reported through the NHOST units\(^3\)
- 1,900 licensed inspection stations conducting OBD tests were in operation either all or part of the year\(^4\)
- 195 economic hardship administrative certificates were issued

The State has utilized the Department of Transportation’s Bureau of Transportation Statistics data to estimate future numbers of vehicles in NH as a total, and the subset subject to the OBD test to aid Vendors in developing their Proposals. In addition, estimates of the numbers of medium duty vehicles that may be subject to future OBD testing are also provided. Vehicle totals are also broken down by County to assist Vendors in determining relative volumes of inspections in different parts of the state. This data is presented in Attachment C.

C-1.3 – DMV Interfaces

New Hampshire’s motor vehicle registration data reside in an Oracle database on HP/UX and is accessed through a proprietary custom software application front end known as the Municipal Agent Automation Project (MAAP). The inspection station, Mechanic, and inspection sticker information currently resides in a Windows-based system called VISION. Currently, all of the inspection station, mechanic, inspection sticker, and

\(^3\) NHOST unit is the Workstation provided by the State’s current Vendor. This number does not reflect all the pre-MY 1996 vehicles that underwent a visual anti-tampering inspection as the State of NH does not require inspection stations to submit the results of non-OBD tests electronically per RSA 266:59-b I.

\(^4\) A list of licensed inspection stations is available at [http://www.nhinspect.com/](http://www.nhinspect.com/). Please note that the list of stations may not be complete or current. NH has approximately 2200 licensed inspection stations that do not all perform OBD Inspections. NH also has approximately 15,000 licensed inspectors.
vehicle registration data is posted to a File Transfer Protocol (FTP) server for the Vendor to extract on a nightly basis (State business days only). The file record layouts for the current interface are presented in Attachment C-System Interface Specifications. Vendors shall propose and describe methods for retrieving data from the State’s system of record that will achieve the goal of maintaining current, up-to-date data in the proposed system.

C-2 REQUIREMENTS
Vendors shall complete the requirements checklist (Attachment A-Requirements).

C-3 DELIVERABLES
Vendors shall complete the response checklist Attachment B Section I. Table C-3, Deliverables Vendor Response Checklist.

The Vendor will be responsible for the successful completion of all deliverables specified in this RFP. Specific deliverables are listed in Table C-3.
APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

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D-1 PROPOSED SOFTWARE SOLUTION

This section provides a series of topics related to the proposed Service Solution described in RFP.

**Topic 0 – Product Literature**
Response Page Limit: 1

Provide an appendix with sales literature describing the functionality of the proposed Software. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.

**Topic 1 – Workstation-System Equipment, Capacity, and Operational Requirements**
Response Page Limit: 25

Vendors shall provide a detailed description of how their proposed System will meet the System capacity, operational, and equipment specifications listed in Appendix C. Vendors should include in this narrative, information on the following:

1. A detailed description of all hardware proposed for the Workstations, including the computer, software and operating systems, printer(s), monitor, keyboard, mouse, bar code reader, scan tool, Workstation cabinet, any hardware and/or methodology proposed to ensure proper identification of personnel logging onto the Workstation, and any other material or non-material system components.

2. A system architecture blueprint that will graphically represent the specific System being proposed, including the routing of the data flow, processing
and data verification steps, and all other processes used to generate the final data.

3. Any limitations on the operating conditions for the workstation such as temperature or humidity.

4. The vendor’s repair and maintenance program, including preventative maintenance, service response times, and mechanisms for addressing workstation malfunctions or system failures.

5. What equipment, including replacement equipment, and supplies are provided to stations as part of the per-test fee, and what equipment or supplies stations will be required to purchase separately and the cost of those items. Describe any choices of equipment or configurations that may be offered as an alternative to inspection stations for the Workstations, such as wireless testing equipment and bar code readers. Provide a pricing option, if applicable, for any components they can offer in a wireless version.

6. How the System will manage VINs that do not decode, or appear to decode incorrectly.

7. How the System will allow “off-line” inspections and a vendor’s plan for preventing abuse of this ability.

8. How the System will identify to the mechanic, at the beginning of a vehicle’s inspection, all previously rejected inspections on this vehicle for this inspection cycle. These previous rejections may have taken place at a different station.

9. How test/reporting equipment is secured to prevent unauthorized individuals from accessing or tampering with the hardware or software.

10. How the system manages reprinting of inspection stickers.

11. How software updates or changes will be scheduled and distributed, including the anticipated frequency of updates, any impacts to station’s abilities to conduct inspections, the state’s ability to obtain data and reports from the VID, and any other impact on requirements of this RFP.

12. How the system will authenticate mechanics.

13. How the system will produce on-demand stickers as outlined in Saf-C 3202.15 and Saf-C 3202.18.

14. The Vendor’s proposed inspection station billing and fee collection process. Include how the inspection stations will be billed for consumables (backers/stickers, toner, optional equipment, etc.)

15. The System’s capabilities for testing and reporting of OBD inspections of medium duty gasoline and diesel vehicles with a gross vehicle weight rating of 14,000 pounds or less. The Proposal information may be limited to a discussion of whether existing equipment would be able to conduct those inspections and an estimate of the per-inspection cost. Any future inclusion of a medium duty OBD requirement would require an amendment to the existing contract. This component shall be priced separately.

**Topic 2 – Vehicle Inspection Database (VID)**

Response Page Limit: 8

The Vendor’s Proposal shall include a detailed description, both physical and logical, of the VID. This description shall include but not be limited to, the type of hardware, operating system, database, software/hardware security, and power
management procedures and applications used. Vendors shall provide a logical data model that includes and entity-relationship diagram, descriptions of entities, and an attribute list for each. The Proposal must address retention of all data through secure back up and archiving plans. Describe the impact of the proposed backup process on the operation of the System.

Vendors shall describe the approach for transitioning from the current VID to the new VID developed by the Vendor. Existing VID data can be provided to the Vendor in mutually agreed upon format. Specify the level of state personnel time and effort that will be required for this. Discuss how a Conversion Test will be performed.

Vendors shall explain how the VID will meet or exceed the reliability and response time specifications in Appendix C. Include a planned maintenance schedule or description of how the VID is maintained to minimize potential impact to operations.

Vendors shall describe how authorized State personnel will be given access to the VID, including any hardware or software necessary, and shall further describe the capabilities and operation of the Portal to be provided.

**Topic 3 – Data Capture and Analysis**

Response Page Limit: 10

Response Page Limit: 10 pages (not inclusive of examples of reports, screen shots, or other materials that might be used to visually demonstrate a Vendor’s Proposal)

Proposals shall provide a complete list of all data elements that will be captured and retained in the VID and specify why elements other than those required in Appendix C might be captured by the Vendors System.

Vendors shall include a description of all data capture and analysis methods aimed at detecting fraud.

Proposals should also provide a detailed explanation of the Vendor's data analysis methodologies, including sample analyses (with plain-English explanations) if they have successfully employed this approach in other programs. Vendors shall also discuss how analyses and reports will be delivered to the State Project Manager. If providing samples from one or more existing OBD programs, Vendors must identify the state in which the program is or was operating and provide complete contact information for state personnel (from that program), who can verify the results and authoritatively comment on the success of the Vendor's approach.

**Topic 4 – Communications and Reporting**

Response Page Limit: 5 pages
The State believes that effective communication and reporting are essential to Project success. Vendors shall describe how they will meet the Communications requirements including Work Plan updates, Status Reports, and delivery of information.

The Vendor shall describe how they will provide the required reporting Portal to the State and the format in which reports will be provided and/or data made available.

The Vendor shall describe how and when the required federal annual report data will be provided and discuss the level of detail that the vendor will provide the State. If this service has been performed for other contracts the Vendor should provide examples of these reports.

Vendors are encouraged to provide an example of their report formats as appendices to their Proposal.

**Topic 5 – Outreach and Education**
Response Page Limit: 3 pages

Vendors shall discuss their plans to assist the State in developing and disseminating outreach and education materials to the inspection community and motorists that will result in a more informed customer base that understands the requirements for and benefits of OBD testing. Vendors should discuss the avenues and media they envision for disseminating the information as well as the content of the material. Vendors shall, at a minimum, discuss their Proposal to develop and maintain the required website. If other avenues of outreach are anticipated Vendors should discuss those as well.

**Topic 6 – Software Architecture/ System Platform**
Response Page Limit: 7

Provide a description of the technical architecture of the proposed Solution. The following topics, at a minimum, should be addressed:

- Is the proposed Software based upon an n-tiered, browser-based architecture?
- Are there any components of the System that must reside on another platform?
- What application servers are used to support the proposed Solution?
- What add-on or third-party Software is required to support the functionality of the proposed solutions including hardware and software?
- What programming languages are used for development, configuration, and customization of the proposed Solution?
- What components of the software, such as middleware, are proprietary?
• What is the growth/expansion potential of the proposed System?
• What is the timeframe for technical obsolescence of the proposed Software? (For the purpose of this question, the version of the proposed Software would be considered obsolete when support is no longer available.)
• When was the core software written?
• Describe the software platform that your system operates on (code base, database, etc.). If any of the platform components are third party, or proprietary, please note. Indicate if the State will need to purchase licenses.
• Include details of the proposed software Solution including the database management system, licensed software suggested for data retrieval and reporting, proposed approach to developing any custom-built software components.
• Discuss plans for anticipated future release of System software.

**Topic 7 – Software Releases**

Response Page Limit: 5

Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:

• What types (maintenance, enhancement, other) of releases are planned?
• What is the historical (past 3 years) and expected frequency of each type of new release?
• What is the version of the current release?
• How is the content of future releases determined?
• How is the content of a release communicated to the client? Address any impact on System users or interfaces.
• Do government clients have input through a users' group or some other mechanism?
• Are enhancements made for specific clients included in future releases?
• What specific enhancements are planned for release within the next 24 months?
• What resources, planning, and technical skills are required to install a release of each type?
• Can components of a release be applied individually or by module without adversely affecting the overall functionality of the System?
• Do configuration settings carry forward from one release to the next or must they be reinstalled?
• Do patches carry forward from one release to the next, or must they be reinstalled?
• How long is a release supported?
**Topic 8 – Ad Hoc Reporting**  
Response Page Limit: 5  

In this Software Solution, the State seeks capability to produce ad hoc reports from the production System. Provide an overview of the ad hoc reporting capability to be included in the proposed Solution. If a third-party tool is employed, identify and describe the tool. Discuss capability, sophistication, and ease of use and ability to customize, including training required. Discuss how support is provided for ad hoc reporting without disruption to processing of transactions. Describe how the following needs are addressed:  

- Ad hoc reporting;  
- Creation of Data extracts, and  
- Historical reporting.

**Topic 9 – User Friendliness and Usability**  
Response Page Limit: 10  

The State values software that is compatible with its intended audience easy to use.  

- To what extent is the proposed solution intuitive considering basic level of user experience?  
- How efficient is the software in terms of the number of operations required to perform basic tasks.  
- How does the Vendor’s proposed training process support the application  
- Describe the effort required to train new users.

**Topic 10 – Documentation**  
Response Page Limit: 4  

Vendor must describe the proposed documentation plan to include all user, technical, and system documentation as well as project schedules, plans, status reports, and correspondence. The response shall describe the formats that will be used to produce the Project Documentation.

**Topic 11 – IT Standards**  
Response Page Limit: 2  

Provide a detailed description of how the proposed Solution complies with established standards.  

- Describe the degree to which your solution complies with information technology standards mentioned on the State of NH web site: https://www.nh.gov/doit/vendor/index.htm
The proposed Solution must comply with Open Standards and Open Data Formats as mandated by RSA 21-R (HB418 2012).
Is the proposed application considered Open Source Software?
Is the data available to the State in an Open Data Format?
Describe the compliance with privacy and confidentiality standards, such as PCI, NIST, etc.

D-2 TECHNICAL, SERVICES AND PROJECT MANAGEMENT EXPERIENCE

This subsection provides a series of technical topics related to management of the Project that the State of New Hampshire will consider in selecting a Vendor to perform the work described in this RFP. A maximum length of response for each topic is defined.

D-2.1 Security and Protection of Data

Topic 12 - System Security and the Hosted Environment
Response Page limit: 10

The State will evaluate the degree to which System issues can be avoided. Software Systems must be reliable, regardless of how they are delivered. The State’s employees and citizens expect government services and information to be reliable and available on an ongoing basis to ensure business continuity. Describe the System security design and architectural features incorporated into the proposed Software. At a minimum, discuss the following:

- Describe the System assurance provisions incorporated into the proposed System. At a minimum, discuss the following:
  a. What process or methodology is employed within the proposed System to ensure Data integrity?
  b. To what degree does the approach rely on System assurance capabilities of the relational database management system (RDMS)?
  c. If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?

- Discuss your company’s practices pertaining to the following security testing:
  a. The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
  b. The authorization methods used to ensure that users and client applications can only access Data and services for which they have been properly authorized.
  c. The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
d. The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.

e. The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.

f. The intrusion detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.

g. The privacy methods used to ensure that confidential Data and sensitive communications are kept private.

h. The System maintenance methods used to ensure that unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.

i. The testing methods conducted to load and stress test your System to determine its ability to withstand Denial of Service (DoS) attacks.

j. Your software patch schedule employed to protect the Software from new security vulnerabilities as they arise.

k. The ability of your System’s software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, operating System services, etc.) thereby reducing the software’s security vulnerabilities and attack surfaces available to System hackers and attackers.

**Topic 13 - Backup and Recovery**

Response Page Limit: 2

Provide a detailed description of the backup and recovery processes used to protect mission-critical Data.

The State seeks a sound backup and recovery provision as part of the Solution. Describe the tools used for backup and recovery of applications and data. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:

- Use of and method for logging and journalizing;
- Single points of failure and recommended approaches for their elimination; and
- Approach to redundancy.

Will the Solution include an option to have the collected data stored at the Vendor’s site in addition to sending results along to the State? What is the proposed retention schedule?

**Topic 14 - Assurance of Business Continuity**

Response Page Limit: 3
Provide a detailed description of the business continuity plan that mitigates risk to the State.

- Vendors are asked to provide information on their business continuity plan in the event that their hosting site becomes unavailable.
- Discuss necessary planning for moving operations to a remote site if the hosting site is incapacitated. Include physical locations of all primary and backup servers and data storage.
- What is the recovery time objective and how will your company continue to meet federally required response metrics?

**Topic 15 - Archiving**  
Response Page Limit: 2

The Vendor will be expected to provide and implement an archiving and retrieval scheme that balances response time of offline and online processing with the value of accessing historical Data. Describe the scheme (online and offline) that will be implemented and discuss why the balance is optimal. Also, describe the proposed approach for the permanent retention of Data selected by the State in an offline format. Provide a methodology and appropriate tools for the retrieval of the offline formatted Data.

**Topic 16 - Transition Services**  
Response Page Limit: 2

Provide a detailed description of transition services provided upon future termination of the Contract. Address the activities described in RFP Section H-25.14.4: Termination Procedure.

- Describe the handling of State Data during the transition phase.
- Provide a sample of a transition plan that you have developed for other clients.

**D2.2 Coordination with State Personnel and Training**

**Topic 17 - Roles and Responsibilities - Preparation of State Staff on the Project Team**  
Response Page Limit: 3

Provide a detailed description of how the Vendor staff will interact with the State project manager during all phases of the project.

- Describe the roles and responsibilities of Vendor staff and State staff during Pre-implementation, Implementation, and Operational phases of the engagement. For both Vendor and State resources, include the amount of time required of
each staff member and when their time is needed during the Implementation and Operational phases of the project.

**Topic 18 - User Training Approach**

Response Page Limit: 6

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment.

**Provide a detailed summary of proposed Training Approach to include:**

- The State understands the importance of training for a successful Software Implementation. The State seeks a detailed discussion of training alternatives in addition to a recommended training approach.
- Describe the process for an assessment of needs; identifying casual, power, and specialty users; developing a curriculum for each audience; and conducting, evaluating, and refining training courses.
- Vendors shall discuss how licensed inspectors will receive training on the Vendor’s Workstation, the content of that training, and how inspectors will be tested and certified on the Workstation.
- Vendors shall also describe any additional training that they feel would benefit other personnel such as station owners, service managers or other administrative personnel, and how such training would be conducted and the metrics used to determine the effectiveness of the training.

Questions to address include, but are not limited to, the following:

- What type of training (instructor led vs. computer based) will be used for each purpose and why?
- What methods will be employed to evaluate training activities?
- How will training be coordinated with other user support activities?
- Will manuals be adequate to enable trained users to research answers to their own questions?
- If the perception is that they are not adequate, can those manuals be quickly revised?
- How will the State be prepared to conduct ongoing training State/DMV employees after Implementation is completed?
- Are training manuals on-line and maintained as part of a maintenance agreement?

**Topic 19 - Inspection Station Support**

Response Page Limit: 8 (not including the contractual service plan)

Vendors shall describe their proposed inspection station support program, including continuous improvement in the performance of the System. At a minimum the Vendor shall describe their plans for:
• A quality control program that ensures that inspection workstations equipment is maintained properly and that accuracy is maintained.

• Disseminating project information to inspection stations to ensure they remain current on any changes to the NH I/M Program.

• Providing a help line and website for inspection stations, including the number and location of help line staff, a flowchart or other detailed description of how technical assistance calls will be managed/escalated, and a quality assurance plan that will ensure prompt, professional resolution to requests and issues.

• Documenting, tracking, resolving, and reporting problems reported by inspection stations;

• Repairing or replacing malfunctioning workstations including the cost to the inspection station for repair or replacement of components and the timeframe for providing replacement workstations, including shipping time.

• Providing consumable materials such as toner cartridges, paper, and other items that may need replacing, but are not included in a contractual service plan.

Vendors are requested to include a copy of the proposed contractual service plan.

D2.3 Project Execution

**Topic 20 - Implementation Approach**

*Response Page Limit: 10*

The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, a draft Work Plan must be submitted with the Proposal and the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.

• Identify timeframes for major milestones, including timing for discontinuing legacy Systems;

• Discuss cost implications of the plan, including impact on cost per test and

• Address the level of risk associated with the plan.

• The Vendor shall detail in the Work Plan the proposed deployment of their System in a way that will bring the maximum number of inspection stations online in the shortest possible time, without service disruption.

  o The vendor shall include a description of any previous projects involving data and operations migration from another State Motor Vehicle Inspection system.
Topic 21 – User Acceptance Testing
Response Page Limit: 6 – Appendix Required

State staff will conduct Acceptance Testing, but support from the selected Vendor is required. Refer to Appendix G-2: Testing Requirements. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a proposed test plan.
- How much time should the State allow to complete User Acceptance Testing of a component?
- What support will be provided to prepare State staff during Acceptance testing? How will on-site support for the State testing team be provided?
- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?
- Based on experience in similar projects, how many and what types of Defects are likely to be encountered in Acceptance Testing? (Include metrics from other projects to support this response.)
- How much time is available for comprehensive testing and correction of Defects prior to Implementation? Based on metrics from similar projects, is it sufficient? (Provide information from other projects to support this response.)
- If frequency exceeds the expected level, what corrective actions will be instituted?
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- What specific Software tools will be used to isolate performance problems?
- What tools will be used to document and track status of suspected Defects?
- Will these tools be available to the State after the Project is completed?
- What role will the State play in classification and prioritization of Defects?
- How quickly will Software Defects be corrected?
- Provide a sample User Acceptance Test Plan from a completed project as an appendix.

Provide a sample User Acceptance Test Plan from a completed project as an appendix.

Topic 22 – Environment Setup
Response Page Limit: 2

Describe the different Software and hardware environments required for the concurrent development, testing, training, and production of the proposed solution.

- Discuss how the proposed environments support the Implementation of the COTS Software System, including all necessary training.
D2.4 PROJECT MANAGEMENT COMPETENCE

Topic 23 – System Acceptance Criteria
Response Page Limit: 6

**State** that the new System is functioning effectively before being turned over for State maintenance.

- Propose measurable criteria for State final Acceptance of the System. Discuss how the proposed criteria serve the interest of the State.

Topic 24 – Status Meetings and Project Management Reports
Response Page Limit: 3 – Appendix Required

**Provide a detailed description of project management reporting.**

The State believes that effective communication and reporting are essential to Project success. Describe the planned project management activities as they pertain to the three phases, planning, implementation, and operations.

At a minimum, the State expects the following:

- **Introductory Meeting:** Participants will include key Vendor staff and State Project leaders. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

- **Kickoff Meeting:** Participants will include the State and Vendor Project teams. This meeting is to establish a sound foundation for activities that will follow.

- **Status Meetings:** Participants will include Project leaders from the Vendor and the State. These meetings, which will be conducted at least twice monthly, will address overall Project status and any additional topics needed to remain on Schedule and within budget. A status report from the Vendor will serve as the basis for discussion.

- **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

- **Exit Meeting:** Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow-up options that the State may wish to consider.

The State expects the Vendor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work
Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility.

Vendor shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. The Vendor’s Project Manager shall produce reports related to Project Management as reasonably requested by the State. Vendor shall produce Project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two (2) week period
- e. Future activities
- f. Issues and concerns requiring resolution
- g. Report and remedies in case of falling behind Schedule

Describe the process that will be employed. Be sure to cover the following:
- a. Timing, duration, recommended participants and agenda for the kickoff meeting;
- b. Frequency and standard agenda items for status meetings;
- c. Availability for special meetings; and
- d. Agenda for the exit meeting.

As an appendix, provide an example of status reports prepared for another Project.

**Topic 25 - Risk and Issue Management**
Response Page Limit: 3

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

- Describe the proposed approach to managing risks and issues. Include a sample tracking document.
- Highlight the methodology to ensure that the State staff is involved in the process.
- Provide a description of known risks and proposed steps to mitigate them.

**Topic 26 - Scope Control**
Response Page Limit: 2

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.
• Suggest an approach for scope control. Describe how the approach has been employed effectively on another project.
• Demonstrate your firm’s ability to manage scope creep by discussing tools and methodologies, as well as past project experiences.

**Topic 27 - Quality Assurance Approach**

Response Page Limit: 6

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

The State has identified three categories of Deliverables:

• Written Deliverables, such as a training plan;
• Software Deliverables, such a configured software module; and
• Non-Software Deliverables, such as conduct of a training course.

Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:

• Provision for State input to the general content of a Written Deliverable prior to production;
• The standard for Vendor internal Review of a Written Deliverable prior to formal submission; and
• Testing of Software Deliverables prior to submission for Acceptance testing.

**Topic 28 - Work Plan**

Response Page Limit: None

The State requires Vendors to present a thorough Project Work Plan in the Proposal addressing all work offered in their Proposal. The State will evaluate the proposed Project Work Plan contained in the Proposal to determine how well it will serve the needs of State Project leaders.

The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan during Contract finalization with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract. In addition, the State will require the selected Vendor to update the Work Plan in consultation with the State during the term of the Project.

Provide a detailed summary of the following:
Provide a preliminary Work Plan for the Planning and Implementation Phases of the engagement. Vendor’s preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular provide information about staffing. Identify and discuss the following.

a. All assumptions upon which the Work Plan is based;
b. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
c. Assignments of members of the Vendor’s team identified by role to specific tasks; and
d. Critical success factors for the Project.

Discuss how this Work Plan will be used and State access to Plan details including resource allocation. Also, discuss frequency for updating the Plan weekly and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

D2.5 Ongoing Operations

**Topic 29 - Hosting Requirements**
Response Page Limit: 3

Vendors shall describe the hosting plan including hardware and software platforms, software utilities, telecommunications resources, security measures and business continuity plans. Include a description of servers, computers, software, programming capability and other equipment and technical resources which will be used to design, develop, implement and maintain the application. Provide the type and speed of the connection including information on redundancy, Disaster Recovery and security.

**Topic 30 - Support and Maintenance**
Response Page Limit: 3

Describe how support and maintenance issues are tracked detailing methodology and if any additional software is required.

- Proposals should describe the criteria necessary to warrant an on-site technician's visit and projected response times for providing on-site technical support.
- Include hours of operation, response times, and problem classification
- Describe process for maintenance of the general knowledge base.
- Describe any particular procedures required to handle escalation and emergency calls
• Detail the plan for preventive maintenance and for upgrade installations
• Detail the types and frequency of support tasks required
• Describe the notification method(s) that will be used for planned and unplanned maintenance services

**Topic 31 – Audits**

Response Page Limit: 15

Vendors shall discuss their proposal for Record Audits as specified in 40 CFR 51.363(b)(1) and in Data Analysis Requirement Item B7.3 (Attachment A) of this RFP.

Vendors shall propose, as a separately priced element, a compliance solution for the covert performance audits specified in 40 CFR 51.363(a)(4). The Proposal shall include a description of the proposed program and include delineation of the role of the Vendor and State staff and available resources. The Proposal shall describe how they will combine the data analysis required by Data Analysis Requirement Item B7.3 (Attachment A) with limited on-site covert audits to meet the intent of the federal covert audit requirement.

It is intended that Vendors will propose a covert audit program that does not meet the numerical requirements of 51.363(a)(3)(4), but rather shall describe how their Proposal meets the intent of the requirement and what their criteria will be for determining stations that will undergo a covert audit. Vendors should utilize their experience in implementing similar OBD programs to determine an estimated number of covert audits (either a set number or a percentage of total tests, inspectors, or inspection stations) that would be required for the State to reasonably argue that the intent of this federal requirement is met.

**Vendor Note:** Vendors are required to include a solution in their Proposal for covert audits. Pricing for this component should be provided as an individual component so the State may evaluate the price impact for inclusion of the element and decide whether or not to include this work item in a final contract. Vendors may propose more than one level of activity as long as the price impact of all proposed solutions is provided.

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting State Motor Vehicle Inspection Management Software and accompanying Implementation and follow-on support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

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

This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications
Information is required on all Vendors who will participate in the Project. Vendors submitting a Proposal must identify any Subcontractor(s) to be used.

E-1.1 Vendor and Subcontractors
The Vendor submitting a Proposal to this Project must provide the following information:

E-1.1.1 Corporate Overview (2 page limit)
Identify the proposed role of the firm on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm’s organization and staff size. Discuss the firm’s commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

E-1.1.2 Financial Strength
Provide at least one of the following:

1. The current Dunn & Bradstreet report on the firm; or
2. The firm’s two most recent audited financial statements; and the firm’s most recent un-audited, quarterly financial statement; or
3. The firm’s most recent income tax return

E-1.1.3 Litigation
Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

E-1.1.4 Prior Project Descriptions (3 limited to 3 pages each)
Vendors shall document their experience relevant to the planning, design, development, management, operation, and oversight of motor vehicle inspection and maintenance and safety testing programs as specified in this RFP, and provide contact information for appropriate references.

Proposals should also describe any other relevant services performed by the Vendor or team members that are not identified above, but that the Vendor feels could provide value to New Hampshire’s program.

Provide descriptions of no more than three (3) similar projects completed in the last 8 years. Each project description should include:

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

E-1.1.5 Subcontractor Information

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

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

E-2 Team Organization and Designation of key Vendor staff

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

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff.
Ensure that designation of key Vendor staff includes subject matter experts identified in Appendix B

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

**E-2.1 State Staff Resource Worksheet**

Complete Table E-2 State Staff Resource Requirements in Attachment B to indicate resources expected of the State. Define required State Role by functional expertise

**E-3 Candidates for Project Manager**

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

For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

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

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

Provide a resume not to exceed three (3) pages for each key Vendor staff position on the Project Team. Each resume should address the following:

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

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APPENDIX F: PRICING WORKSHEETS

F-1 Proposed Vendor Staff, Resource Hours and Rates Worksheet
Use Table F-1: Proposed Vendor Staff Position, Resource Hours and Additional Services Rates in Attachment B to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

F-2 Future Vendor Rates Worksheet
The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. “SFY” refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet. Please complete Table F-2: Future Vendor Rates Worksheet in Attachment B.

F-3 Costs per Test
Vendors shall submit a fully loaded cost response inclusive of all program elements specified within the RFP, including appendices. The cost shall be presented as a “cost per test” to be charged to inspection stations.

Cost Per Test:
Cost per test response shall be inclusive of mandatory requirements outlined in Attachment A, Business Requirements, Sections B1 through B11. Proposed cost per test shall not include the $3.25 State sticker fee collected by the vendor for submission to the State.

To ensure that bids are placed on a common footing, Proposals must document how the cost per test was calculated and the criteria used to calculate the fee. Please specify the number of annual inspections (inclusive of non-OBD inspections) and number of Workstations used as the basis of the per test fee.

Monthly Minimum Fees:
Vendors may propose alternative minimum monthly fee for stations that perform less than a Vendor specified number of inspections. The cost response must indicate what the minimum number of monthly inspections would be and the associated monthly fee for stations that conduct less than the minimum.

Mandatory Optional Pricing – Additional Cost Per Test
Vendors shall provide pricing presented as Additional Cost Per Test for optional proposal components listed in Section B12 of Attachment A, Business Requirements.
Vendors must clearly demonstrate how inclusion of each optional proposal components will impact the cost per test.

Mandatory Optional Equipment Pricing:
Vendors shall provide pricing for the Optional Equipment as outlined in Attachment A, Business Requirements.

It is the intention of DMV to offer a five year contract to the selected Vendor. However, to enable the State to fully evaluate the impact of both shorter and longer contract periods Vendors shall provide a cost response for the following potential contract durations:

1. A three year contract with no extension clause;

2. A five year contract with no extension clause; and

3. A five year contract with a two year extension clause.*

*Contract shall provide an Option to extend the initial term at sole option of the State

Vendors shall complete Table F-3a, F-3bv and F3-c Costs by Contract Term in Attachment B.

F-4 System Development Hours

Vendors shall clearly show, by modifying Table F-4 System Development Hours in Attachment B, the number of hours of System development, custom programming, and any other technical services that will be provided annually at no additional cost to the State for each of the contract years. Custom programming may include, but is not limited to, State Police or DMV procedural requirements, legislative changes, or custom/enhanced reporting to support the State’s mission.
Application Security

IT Security involves all functions pertaining to the securing of State Data and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

This shall include but is not limited to:

- Develop software applications based on industry best practices and incorporating information security throughout the software development lifecycle
- Perform a Code review prior to release of the application to the State to move it into production. The code review may be done in a manner mutually agreeable to the Vendor and the State. Copies of the final, remediated results shall be provided to the State for review and audit purposes
- Follow change control process and procedures relative to release of code
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.
- Make available to the for review and audit purposes all software development processes and require training for application developers on secure coding techniques.
APPENDIX G-2 TESTING REQUIREMENTS

All testing and acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data, and System preparation for testing, and execution of unit testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security review and testing, and support of the State during user Acceptance Testing (UAT). Vendors will be responsible for providing test scenarios, test result tracking, tracking fixes and retesting.

G-1.1 Test Planning and Preparation

The overall Test Plan will guide all testing. The Vendor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

It is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

Vendors must disclose in their proposals the scheduling assumptions used in regard to the Client resource efforts during testing.

State testing will commence upon the Vendor Project Manager’s certification, in writing, that the Vendor’s own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

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

G-1.2 Testing

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

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.
| **Unit Testing** | Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components. |
| **System Integration Testing** | a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.  

b.) Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.  
c.) The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution. |
| **Conversion/Migration Validation Testing** | The Conversion/Migration Validation Testing should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy data performs correctly. |
| **Installation Testing** | Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System. |
| **User Acceptance Testing (UAT)** | The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.  
a.) The Vendor’s Project Manager must certify in writing, that the Vendor's own staff has successfully executed all requisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.  
b.) The State will be presented with a State-approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor’s having completed the prerequisite tests, prior to the State staff involvement in any testing activities  
c.) UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance |
Performance Tuning and Stress Testing

Vendor shall develop and document hardware and software configuration and tuning of System infrastructure as well as assist and direct the State’s System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project.

**Performance Tuning and Stress Testing**

**Scope**

The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

Vendor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts, which accurately reflect business load and coordinating reporting of results.

**Test types**

Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests.

**Baseline Tests**: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business
transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

**Load Tests:** Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

**Tuning**

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

**Implementing Performance and Stress Test**

Performance and Stress test Tools must be provided by the Vendor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the Vendor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

**Scheduling Performance and Stress Testing**

Vendor shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what
loads in production will look like.

Vendor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn’t impact the results. Tests will be run in close proximity to our infrastructure to eliminate the public network from our environment.

Post-test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing, they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing.
loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases, the tester will determine the capacity of the system under a known set of conditions.

Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.

Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.

a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

b.) The Vendor shall notify the State no later than five (5) business days from the Vendor’s receipt of written notice of the test failure when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

1. validate that the change/update has been properly incorporated into the program; and
2. validate that there has been no unintended change to the other portions of the program.

d.) The Vendor will be expected to:

1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

e.) The Vendor will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.
In designing and conducting such regression testing, the Vendor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Vendor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

In their Proposals Vendors must acknowledge their responsibilities for regression testing as described in this section.

Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State’s hardware and software and its related Data assets.

<table>
<thead>
<tr>
<th>Service Component</th>
<th>Defines the set of capabilities that:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identification and Authentication</td>
<td>Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users</td>
</tr>
<tr>
<td>Access Control</td>
<td>Supports the management of permissions for logging onto a computer or network</td>
</tr>
<tr>
<td>Encryption</td>
<td>Supports the encoding of data for security purposes</td>
</tr>
<tr>
<td>Intrusion Detection</td>
<td>Supports the detection of illegal entrance into a computer system</td>
</tr>
<tr>
<td>Verification</td>
<td>Supports the confirmation of authority to enter a computer system, application or network</td>
</tr>
<tr>
<td>Digital Signature</td>
<td>Uniquely identifies the originator of digitally signed data and also ensures the integrity of the signed data against tampering or corruption.</td>
</tr>
<tr>
<td>User Management</td>
<td>Supports the administration of computer, application and network accounts within an organization.</td>
</tr>
<tr>
<td>Role/Privilege Management</td>
<td>Supports the granting of abilities to users or groups of users of a computer, application or network</td>
</tr>
<tr>
<td>Audit Trail Capture and Analysis</td>
<td>Supports the identification and monitoring of activities within an application or system</td>
</tr>
<tr>
<td>Input Validation</td>
<td>Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files</td>
</tr>
</tbody>
</table>
In their proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3\textsuperscript{rd} party Penetration Tests (pen test) or code analysis and review.

Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance. All Software and hardware shall be free of malicious code (malware).
APPENDIX G-2: CERTIFICATES

A. Certificate of Good Standing

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

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

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

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

B. Certificate of Authority/Vote

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

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

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

SOURCE OF AUTHORITY

Authority must come from the governing body, either:

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

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

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

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

APPROPRIATE PERSON SIGNED THE CERTIFICATE

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states that the person is the sole director (for corps) or sole member (for LLCs).
### APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

**AGREEMENT**

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

#### GENERAL PROVISIONS

<table>
<thead>
<tr>
<th><strong>1. IDENTIFICATION.</strong></th>
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<tbody>
<tr>
<td>1.1 State Agency Name</td>
<td>1.2 State Agency Address</td>
</tr>
<tr>
<td>1.3 Contractor Name</td>
<td>1.4 Contractor Address</td>
</tr>
<tr>
<td>1.5 Contractor Phone Number</td>
<td>1.6 Account Number</td>
</tr>
<tr>
<td>1.7 Completion Date</td>
<td>1.8 Price Limitation</td>
</tr>
<tr>
<td>1.9 Contracting Officer for State Agency</td>
<td>1.10 State Agency Telephone Number</td>
</tr>
<tr>
<td>1.11 Contractor Signature</td>
<td>1.12 Name and Title of Contractor Signatory</td>
</tr>
<tr>
<td>1.13 Acknowledgement: State of</td>
<td>County of</td>
</tr>
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<td>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.</td>
</tr>
<tr>
<td>1.13.1 Signature of Notary Public or Justice of the Peace</td>
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<tr>
<td>1.13.2 Name and Title of Notary or Justice of the Peace</td>
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<tr>
<td>1.14 State Agency Signature</td>
<td>1.15 Name and Title of State Agency</td>
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<td>Date:</td>
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<tr>
<td>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</td>
<td>Director, On:</td>
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<td>By:</td>
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<tr>
<td>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</td>
<td>On:</td>
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<td>By:</td>
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<tr>
<td>1.18 Approval by the Governor and Executive Council (if applicable)</td>
<td>On:</td>
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</tbody>
</table>
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the
event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two(2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and/or
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2. The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this
Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

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

H-25.2 Vendor Responsibilities

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

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

H-25.3 Project Budget/Price Limitation

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

H-25.4 State Contracts

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

H-25.5 Vendor Staff

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

The Vendor’s selection of a Project Manager will be subject to the prior approval of the State. The State’s approval process may include, without limitation, at the State’s discretion, review of the proposed Project Manager’s resume, qualifications, references and background checks, and an interview. The Vendor’s Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor’s representative for all administrative and management matters. The Project
Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

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

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

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

**H-25.6 Work Plan**

Vendor shall submit a preliminary Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. A final Work Plan will be due five (5) business days after Contract award upon approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than every two weeks to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.

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

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule affect the Project.
In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor’s failure to fulfill its obligations under the Contract. To the extent that the State’s execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

H-25.7 Change Orders
The State may make changes or revisions at any time by written Change Order.

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

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

H-25.8 Deliverables
The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State’s Acceptance as set forth in Section H-25.9: Testing and Acceptance herein. Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.
H-25.8.1 Written Deliverables Review
The State will Review the Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from the Vendor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

H-25.8.2 Software Deliverables Review
Described in Section H-25.10: Testing and Acceptance.

H-25.8.3 Non-Software Deliverables Review
The State will review Non-Software Deliverables to determine whether any Deficiency exists and notify the Vendor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable.

H-25.9 Licenses
The State has defined the Software license grant rights, terms and conditions, and has documented the evaluation criteria.

H-25.9.1 Software License Grant
The Software License shall grant the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract.

The State may allow its agents and Vendors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Vendors that each shall abide by the terms and conditions set forth herein.

H-25.9.2 Software and Documentation Copies
The Vendor shall provide the State with a sufficient number of hard copy versions of the Software’s associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business
needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

H-25.9.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

a. Remove or modify any program markings or any notice of Vendor’s proprietary rights;

b. Make the programs or materials available in any manner to any third party for use in the third party’s business operations, except as permitted herein; or

c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

H-25.9.4 Title

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

H-25.9.5 Third Party

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor’s Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

H-25.10 Testing and Acceptance

The State requires that an integrated and coherent approach to complete System testing, Security Review and Testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Project.

In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

See Appendix G-1 for Testing Requirements
H-25.10.1 Remedies

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Appendix H Section 8 and H-25.14, and the State Shall have the right, at its option, to pursue the remedies in Section Appendix H-25.14.1 as well as to return the Vendor’s product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State’s refund request.

Notwithstanding any provision of the Contract, the State’s option to terminate the Contract and pursue the stated remedies will remain in effect until the Vendor completes the Contract to the satisfaction of the State.

H-25.10.2 System Acceptance

Upon completion of the Warranty Period, the State will issue a Letter of Final System Acceptance.

H-25.11 Warranty

H-25.11.1 Warranty Period

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

H-25.11.2 Warranties

H-25.11.2.1 System

The Vendor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.

H-25.11.2.2 Software

The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications.

H-25.11.2.3 Non-Infringement

The Vendor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software (“Material”) do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.
H-25.11.2.4 Viruses; Destructive Programming

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

H-25.11.2.5 Compatibility

The Vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

H-25.11.2.6 Professional Services

The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

H-25.12.3 Warranty Services

The Vendor shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

a. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;

b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;

c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;

d. On-site additional Services within four (4) business hours of a request;

e. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State;

f. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
   1) nature of the Deficiency;
   2) current status of the Deficiency;
   3) action plans, dates, and times;
   4) expected and actual completion time;
5) Deficiency resolution information;
6) Resolved by;
7) Identifying number i.e. work order number;
8) Issue identified by;

g. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
   1) mean time between reported Deficiencies with the Software;
   2) diagnosis of the root cause of the problem; and
   3) identification of repeat calls or repeat Software problems; and

h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right to, at its option: 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor’s product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State’s intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State’s option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

H-25.13 Ongoing Software Maintenance and Support Levels
The Vendor shall maintain and support the system in all material respects as described in the applicable program documentation after delivery and the warranty period of ninety (90) days through the completion of the contract term.

The Vendor will not be responsible for maintenance or support for Software developed or modified by the State.

H-25.13.1 Maintenance Releases
The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no additional cost.

H-25.13.2 Vendor Responsibility
The Vendor shall be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.
As part of the Software maintenance agreement, ongoing software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

**a. Class A Deficiencies** - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

**b. Class B & C Deficiencies** - The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action;

The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;

The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

If the Vendor fails to correct a Deficiency within the allotted period of time stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in Appendix H Section H-25.14, as well as to return the Vendor’s product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State’s refund request.

If the Vendor fails to correct a Deficiency within the allotted period of time stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in Appendix H Section H-25.14.
H-25.14 Administrative Specifications

H-25.14.1 Travel Expenses
The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

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

H-25.14.2 Shipping and Delivery Fee Exemption
The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

H-25.14.3 Project Workspace and Office Equipment
The State agency will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Vendor’s staff. If a Vendor has specific requirements, they must be included in the Vendor’s Proposal.

H-25.14.4 Work Hours
Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm (Eastern time), eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

H-25.14.5 Access/Cooperation
As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

H-25.14.6 State-Owned Documents and Data
The Vendor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract (“State Owned Documents”). Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no cost to
the State. State-Owned Documents must be provided in both printed and electronic format.

**H-25.14.7 Intellectual Property**

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

Upon successful completion and/or termination of the Implementation of the Project, the Vendor shall own and hold all title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors’ special utilities. The Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, 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 this agreement.

**H-25.14.8 IT Required Work Procedures**

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

**H-25.14.9 Computer Use**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter “Information”), Vendor understands and agrees to the following rules:

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall
Vendor access or attempt to access any information without having the express authority to do so.

c. That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and/or agreements relating to system entry/access.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Vendor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if the Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

H-25.14.10 Email Use
Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Vendors understand and agree that use of email shall follow State standard policy (available upon request).

H-25.14.11 Internet/Intranet Use
The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

H-25.14.12 Regulatory/Governmental Approvals
Any Contract awarded under the RFP shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

H-25.14.13 Force Majeure
Neither Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
Except in the event of the foregoing, Force Majeure events shall not include Vendor’s inability to hire or provide personnel needed for the Vendor’s performance under the Contract.

H-25.14.14 Confidential Information

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

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

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

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

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

This Contract Agreement, Appendix H Section H-25.12.14: Confidential Information shall survive the termination or conclusion of a Contract.

**H-25.14.15 Data Breach**

In the event of a data breach, the vendor shall comply with provisions of NHRSA 359C:20.

**H-25.14.16 Software Licensing, Maintenance, Enhancements, and Support**

The Vendor must provide the minimum Software support and Services, Enhancements, and support as detailed in Section H-25.13: Ongoing Software Maintenance and Support Levels.

**H-25.14.17 Fee collection and transmission**

The Vendor shall collect and electronically submit to the State the $3.25 inspection sticker fee as required by statute.

**H-25.14.18 Records Retention and Access Requirements**

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

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

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

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

H-25.14.19 Accounting Requirements
The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

H-25.15 Termination
This section H-25.15 shall survive termination or Contract conclusion. The Vendor will assist the State in migrating its data either directly to the State or a designated 3rd party in a format defined by the State.

H-25.15.1 Termination for Default
Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder (“Event of Default”)

a. Failure to perform the Services satisfactorily or on schedule;
b. Failure to submit any report required; and/or
c. to perform any other covenant, term or condition of the Contract
Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

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

b) Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor.

c) Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

d) Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

e) Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

**H-25.15.2 Termination for Convenience**

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

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

H-25.15.3 Termination for Conflict of Interest

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

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

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

H-25.15.4 Termination Procedure

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

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

a. Stop work under the Contract on the date, and to the extent specified, in
the notice;

b. Promptly, but in no event longer than thirty (30) days after termination,
terminate its orders and subcontracts related to the work which has been
terminated and settle all outstanding liabilities and all claims arising out of
such termination of orders and subcontracts, with the approval or
ratification of the State to the extent required, which approval or
ratification shall be final for the purpose of this Section;
c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;

d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and

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

f. Transfer all revenue associated with issued stickers to the State.

H-25.16 Limitation of Liability

H-25.16.1 State

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

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

H-25.16.2 The Vendor

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor’s liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor’s indemnification obligations set forth in the Appendix H Contract Agreement - Sections 13: Indemnification and confidentiality obligations in Appendix H 25.12.14: Confidential Information, and data breach obligations in Appendix H-25.12.15 Data Breach which shall be unlimited.

H-25.16.3 State’s Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.
H.25.16.4 Survival  
This Contract Agreement, Section H-25.16: Limitation of Liability shall survive termination or Contract conclusion.

H-25.17 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.

H-25.18 Assignment, Delegation and Subcontracts  
The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State’s prior written consent shall be null and void and may constitute an event of default at the sole discretion of the State.

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

H-25.19 Dispute Resolution  
Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

H-25.20 Venue and Jurisdiction  
Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.
H-25.21  Escrow of Code

Vendor will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The proposed escrow agreement shall be submitted with the Vendor's Proposal for review by the State. The escrow agreement requires the Vendor to put the Vendor Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

a. the Vendor has made an assignment for the benefit of creditors;

b. the Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;

c. a receiver or similar officer has been appointed to take charge of all or part of the Vendor’s assets; or

d. the Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;

e. Vendor defaults under the Contract; or

g. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.
**TERMS AND DEFINITIONS**

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>AAMVA</td>
<td>American Association of Motor Vehicle Administrators</td>
</tr>
<tr>
<td>Acceptance</td>
<td>Notice from the State that a Deliverable has satisfied Acceptance Test or Review.</td>
</tr>
<tr>
<td>Acceptance Letter</td>
<td>An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.</td>
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<tr>
<td>Acceptance Period</td>
<td>The timeframe during which the Acceptance Test is performed</td>
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<tr>
<td>Acceptance Test Plan</td>
<td>The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.</td>
</tr>
<tr>
<td>Acceptance Test and Review</td>
<td>Tests performed to determine that no Defects exist in the application Software or the System</td>
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<tr>
<td>Access Control</td>
<td>Supports the management of permissions for logging onto a computer or network</td>
</tr>
<tr>
<td>Agreement</td>
<td>A contract duly executed and legally binding.</td>
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<tr>
<td>Appendix</td>
<td>Supplementary material that is collected and appended at the back of a document</td>
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<tr>
<td>Applicable Vehicles</td>
<td>1) model year 1996 and newer light-duty gasoline vehicles and light-duty gasoline trucks to gross vehicle weight rating of 8,500 pounds or less; and 2) model year 1997 and newer light-duty diesel vehicles in the late-duty diesel trucks with a gross vehicle weight rating of 8,500 pounds or less. In addition, the vendor may be required within the contract to include in the program for testing and reporting over the inspections of medium-duty gasoline and diesel vehicles for gross vehicle weight rating of 14,000 pounds or less.</td>
</tr>
<tr>
<td>Audit Trail Capture and Analysis</td>
<td>Supports the identification and monitoring of activities within an application or system</td>
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<tr>
<td>Best and Final Offer (BAFO)</td>
<td>For negotiated procurements, a Vendor's final offer following the conclusion of discussions.</td>
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<td>Breach or Breach of Security</td>
<td>Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity</td>
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<td>CM</td>
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<td>The Vendor’s written declaration with full supporting and written</td>
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<tr>
<td><strong>Term</strong></td>
<td><strong>Definition</strong></td>
</tr>
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<tr>
<td>Documentation</td>
<td>Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.</td>
</tr>
<tr>
<td>Change Control</td>
<td>Formal process for initiating changes to the proposed solution or processes once development has begun.</td>
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<tr>
<td>Change Order</td>
<td>Formal documentation prepared for a proposed change in the Specifications.</td>
</tr>
<tr>
<td>Completion Date</td>
<td>End date for the Contract</td>
</tr>
<tr>
<td>Confidential Information</td>
<td>Information required to be kept Confidential from unauthorized disclosure under the Contract.</td>
</tr>
<tr>
<td>Contract</td>
<td>This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.</td>
</tr>
<tr>
<td>Contract Conclusion</td>
<td>Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.</td>
</tr>
<tr>
<td>Contract Documents</td>
<td>Documents that comprise this Contract</td>
</tr>
<tr>
<td>Contract Managers</td>
<td>The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.</td>
</tr>
<tr>
<td>Contracted Vendor</td>
<td>The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.</td>
</tr>
<tr>
<td>Conversion Test</td>
<td>A test to ensure that a data conversion process correctly takes data from a legacy system and successfully converts it to form that can be used by the new system.</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial off the Shelf</td>
</tr>
<tr>
<td>Critical Operating Hours</td>
<td>The regular hours of operation for the majority of inspection stations and mechanics: Monday–Friday, 6am–8pm and Saturdays and Sundays, 8am–4pm, excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.</td>
</tr>
<tr>
<td>Cure Period</td>
<td>The thirty (30) day period following written notification of a default within which a contracted Vendor must cure the default identified.</td>
</tr>
<tr>
<td>Custom Code</td>
<td>Code developed by the Vendor specifically for this project for</td>
</tr>
<tr>
<td><strong>Custom Software</strong></td>
<td>Software developed by the Vendor specifically for this project for the State of New Hampshire</td>
</tr>
<tr>
<td>---------------------</td>
<td>------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Data</strong></td>
<td>State’s records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term</td>
</tr>
<tr>
<td><strong>DBA</strong></td>
<td>Database Administrator</td>
</tr>
<tr>
<td><strong>Deficiencies/Defects</strong></td>
<td>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</td>
</tr>
<tr>
<td></td>
<td><strong>Class A Deficiency</strong> - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</td>
</tr>
<tr>
<td></td>
<td><strong>Class B Deficiency</strong> - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</td>
</tr>
<tr>
<td></td>
<td><strong>Class C Deficiency</strong> - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</td>
</tr>
<tr>
<td><strong>Deliverable</strong></td>
<td>A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.</td>
</tr>
<tr>
<td><strong>Department</strong></td>
<td>An agency of the State</td>
</tr>
<tr>
<td></td>
<td><strong>Department of Environmental Services (DES)</strong> - The New Hampshire Department of Environmental Services.</td>
</tr>
<tr>
<td></td>
<td><strong>Department of Information Technology (DoIT)</strong> - The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.</td>
</tr>
<tr>
<td><strong>Digital Signature</strong></td>
<td>Guarantees the unaltered state of a file</td>
</tr>
<tr>
<td><strong>Director</strong></td>
<td>Director of Motor Vehicles. The Director may authorize one or</td>
</tr>
<tr>
<td><strong>Defininition</strong></td>
<td><strong>Description</strong></td>
</tr>
<tr>
<td>------------------</td>
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</tr>
<tr>
<td>more designees to act in his place by granting such individual(s) power of attorney, but shall not be required to do so as a condition of any contract resulting from this RFP or responses thereto.</td>
<td></td>
</tr>
<tr>
<td><strong>Disaster Recovery &amp; Business Continuity Plan</strong></td>
<td>That plan, which the vendor shall successfully test in the real world environment, which provides transparent application failover to any/all end-user(s) of the Vendor's System.</td>
</tr>
<tr>
<td><strong>DMV</strong></td>
<td>New Hampshire Division of Motor Vehicles</td>
</tr>
<tr>
<td><strong>Documentation</strong></td>
<td>All information that describes the installation, operation, and use of the Software, either in printed or electronic format.</td>
</tr>
<tr>
<td><strong>Down Time</strong></td>
<td>The time during which any end-user(s) (inspection station, DMV, or State Police) is/are unable to perform any desired business function using the Vendor's System because the VID or any other mission-critical vendor-operated/controlled component is not operational or otherwise unavailable.</td>
</tr>
<tr>
<td><strong>Effective Date</strong></td>
<td>The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.</td>
</tr>
<tr>
<td><strong>Encryption</strong></td>
<td>Supports the transformation of data for security purposes</td>
</tr>
<tr>
<td><strong>Enhancements</strong></td>
<td>Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders</td>
</tr>
<tr>
<td><strong>EPA</strong></td>
<td>Refers to the US Environmental Protection Agency, which may also be called the USEPA.</td>
</tr>
</tbody>
</table>
| **Event of Default** | Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder (“Event of Default”)  
  a. Failure to perform the Services satisfactorily or on schedule;  
  b. Failure to submit any report required; and/or  
  c. Failure to perform any other covenant, term or condition of the Contract |
| **Firm Fixed Price Contract** | A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract |
| **Fully Loaded** | Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses |
| **GAAP** | Generally Accepted Accounting Principles |
| **Governor and Executive Council** | The New Hampshire Governor and Executive Council. |
| **IM or I/M** | Inspection/Maintenance programs that are designed to oversee vehicle safety inspections and to assure that necessary
<table>
<thead>
<tr>
<th><strong>Identification and Authentication</strong></th>
<th>Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Implementation</strong></td>
<td>The process for making the System operational for processing the Data.</td>
</tr>
<tr>
<td><strong>Implementation Plan</strong></td>
<td>Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.</td>
</tr>
<tr>
<td><strong>Information Technology (IT)</strong></td>
<td>Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.</td>
</tr>
<tr>
<td><strong>Input Validation</strong></td>
<td>Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.</td>
</tr>
<tr>
<td><strong>Intrusion Detection</strong></td>
<td>Supports the detection of illegal entrance into a computer system.</td>
</tr>
<tr>
<td><strong>Invoking Party</strong></td>
<td>In a dispute, the party believing itself aggrieved.</td>
</tr>
<tr>
<td><strong>Key Project Staff</strong></td>
<td>Personnel identified by the State and by the contracted Vendor as essential to work on the Project.</td>
</tr>
<tr>
<td><strong>Licensee</strong></td>
<td>The State of New Hampshire.</td>
</tr>
<tr>
<td><strong>Light Duty Vehicle</strong></td>
<td>On-road vehicles weighing less than 8501 pounds.</td>
</tr>
<tr>
<td><strong>Mechanic</strong></td>
<td>A person who has been certified by the State of NH to perform emissions and safety inspections as required per NH RSA 266:1 and Administrative Rules 3200.</td>
</tr>
<tr>
<td><strong>MIL</strong></td>
<td>Malfunction Indicator Light.</td>
</tr>
<tr>
<td><strong>NH I/M Program</strong></td>
<td>This term includes the State of New Hampshire’s motor vehicle inspection and maintenance program, inclusive of safety and OBD inspections, as required and authorized by <strong>RSA 266</strong>.</td>
</tr>
<tr>
<td><strong>NHTSA</strong></td>
<td>National Highway Traffic Safety Administration</td>
</tr>
<tr>
<td><strong>Non Exclusive Contract</strong></td>
<td>A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.</td>
</tr>
<tr>
<td><strong>Non-Software Deliverables</strong></td>
<td>Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.</td>
</tr>
<tr>
<td><strong>Normal Business Hours</strong></td>
<td>Normal Business Hours for the State of New Hampshire– 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be</td>
</tr>
<tr>
<td><strong>Notice to Proceed (NTP)</strong></td>
<td>The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time.</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>OBD</strong></td>
<td>The on-board diagnostics system, which is an integral part of the computer systems in most passenger cars and light trucks manufactured in 1996 or later and in newer model heavier vehicles. The OBD system detects the deterioration of powertrain components, emission controls, or other faults that may result in increases in vehicle exhaust emissions.</td>
</tr>
<tr>
<td><strong>OBD Project Manager</strong></td>
<td>The vendor/company that will be responsible for providing or overseeing the provision of the full scope of services as requested by this RFP. The OBD Project Manager may subcontract with other companies to provide these services, but will remain responsible for the project’s overall success.</td>
</tr>
<tr>
<td><strong>Open Data Formats</strong></td>
<td>A data format based on an underlying Open Standard.</td>
</tr>
<tr>
<td><strong>Official Inspection Sticker</strong></td>
<td>Unless otherwise specified, all components of the adhesive decal indicating compliance with some or all applicable inspection laws and rules, including but not limited to the traditional colored backing and numerical monthly insert and the on-demand sticker comprised of an informational insert and on-demand sticker backing.</td>
</tr>
<tr>
<td><strong>On Demand Stickers</strong></td>
<td>An official inspection sticker whose informational insert is printed on the VIR at the time that an inspection has demonstrated compliance with some or all applicable inspection laws and rules.</td>
</tr>
<tr>
<td><strong>Open Source Software</strong></td>
<td>Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.</td>
</tr>
<tr>
<td><strong>Open Standards</strong></td>
<td>Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.</td>
</tr>
<tr>
<td><strong>Operating System</strong></td>
<td>System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.</td>
</tr>
<tr>
<td><strong>Operational</strong></td>
<td>Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.</td>
</tr>
<tr>
<td><strong>Order of Precedence</strong></td>
<td>The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.</td>
</tr>
<tr>
<td><strong>PII</strong></td>
<td><strong>P</strong>ersonal <strong>I</strong>dentifying <strong>I</strong>nformation; any data that can be used to uniquely identify an individual or facilitate doing so. (i.e. name, address, from a vehicle’s registration, etc.)</td>
</tr>
<tr>
<td><strong>Portal</strong></td>
<td>The web pages that act as a starting point for using the web-based services, specifically those used for delivering the required reports, providing access to the State to the inspection.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
</tr>
<tr>
<td>Program</td>
<td>The comprehensive statewide State Motor Vehicle Inspection Management Program that is administered as a cooperative effort by the New Hampshire Department of Safety and the Department of Environmental Services. The program includes, but is not limited to, the OBD and Safety Inspection Project, which is the subject of this RFP.</td>
</tr>
<tr>
<td>Program Manager</td>
<td>The Vendor staff that will oversee day to day operation of the project and serve as the primary contact for DMV.</td>
</tr>
<tr>
<td>Project</td>
<td>The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.</td>
</tr>
<tr>
<td>Project Team</td>
<td>The group of State employees and contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality</td>
</tr>
<tr>
<td>Project Management Plan</td>
<td>A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.</td>
</tr>
<tr>
<td>Project Managers</td>
<td>The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)</td>
</tr>
<tr>
<td>Proposal Staff</td>
<td>State personnel assigned to work with the Vendor on the project</td>
</tr>
<tr>
<td>Proposal</td>
<td>The submission from a Vendor in response to the Request for a proposal or statement of work.</td>
</tr>
<tr>
<td>Regression Test Plan</td>
<td>A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.</td>
</tr>
<tr>
<td>Review</td>
<td>The process of reviewing Deliverables for Acceptance</td>
</tr>
<tr>
<td>Review Period</td>
<td>The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.</td>
</tr>
<tr>
<td>RFP (Request for Proposal)</td>
<td>A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions</td>
</tr>
<tr>
<td>Role/Privilege Management</td>
<td>Supports the granting of abilities to users or groups of users of a computer, application or network</td>
</tr>
<tr>
<td>Schedule</td>
<td>The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract</td>
</tr>
<tr>
<td>SaaS</td>
<td>Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.</td>
</tr>
<tr>
<td>Service Level</td>
<td>A signed agreement between the Vendor and the State</td>
</tr>
</tbody>
</table>
Agreement (SLA) | specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
---|---
Sticker | Official Inspection Sticker
Services | The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software | All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables | COTS Software and Enhancements
Software License | Licenses provided to the State under this Contract
Solution | The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications | The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State | STATE is defined as:
| State of New Hampshire
| Department of Safety – Division of Motor Vehicles
| 23 Hazen Drive
| Concord, NH 03305
| In some instances “State” may also include the NH Department of Environmental Services. Reference to the term “State” shall include applicable agencies
Statement of Work (SOW) | A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
State’s Confidential Records | State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to 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 1st through June 30th of the following calendar year
State Police | New Hampshire State Police
State Project Leader | State’s representative with regard to Project oversight
<table>
<thead>
<tr>
<th><strong>State’s Project Manager (PM)</strong></th>
<th>State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sticker</strong></td>
<td>Official Inspection Sticker</td>
</tr>
<tr>
<td><strong>Subcontractor</strong></td>
<td>A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor</td>
</tr>
<tr>
<td><strong>System</strong></td>
<td>All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.</td>
</tr>
<tr>
<td><strong>TBD</strong></td>
<td>To Be Determined</td>
</tr>
<tr>
<td><strong>Technical Authorization</strong></td>
<td>Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.</td>
</tr>
<tr>
<td><strong>Test Plan</strong></td>
<td>A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.</td>
</tr>
<tr>
<td><strong>Term</strong></td>
<td>The duration of the Contract.</td>
</tr>
<tr>
<td><strong>Transition Services</strong></td>
<td>Services and support provided when the contracted Vendor is supporting system changes.</td>
</tr>
<tr>
<td><strong>UAT</strong></td>
<td>User Acceptance Test</td>
</tr>
<tr>
<td><strong>Unit Test</strong></td>
<td>Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.</td>
</tr>
<tr>
<td><strong>USEPA</strong></td>
<td>Refers to the US Environmental Protection Agency, which may also be called the EPA.</td>
</tr>
<tr>
<td><strong>User Acceptance Testing</strong></td>
<td>Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.</td>
</tr>
<tr>
<td><strong>User Management</strong></td>
<td>Supports the administration of computer, application and network accounts within an organization</td>
</tr>
<tr>
<td><strong>Vendor/Vendor</strong></td>
<td>The contracted individual, firm, or company that will perform the duties and Specifications of the contract.</td>
</tr>
<tr>
<td><strong>Verification</strong></td>
<td>Supports the confirmation of authority to enter a computer system, application or network</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Vehicle Inspection Database or VID</strong></td>
<td>The database that will hold all OBD and safety inspection data as submitted electronically from remote inspection sites, as well as data that may be retrieved from the DMV mainframe or other IT system(s) used to maintain databases of vehicle registration and related information.</td>
</tr>
<tr>
<td><strong>VIN</strong></td>
<td>Vehicle Identification Number</td>
</tr>
<tr>
<td><strong>VIN Decoder</strong></td>
<td>A software application that reads the vehicle identification number of the vehicle being inspected and returns the full vehicle characteristics applicable to the OBD and vehicle safety inspection.</td>
</tr>
<tr>
<td><strong>VIR</strong></td>
<td>Vehicle Inspection Report</td>
</tr>
<tr>
<td><strong>Walk Through</strong></td>
<td>A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development</td>
</tr>
<tr>
<td><strong>Warranty Period</strong></td>
<td>A period of coverage during which the contracted Vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.</td>
</tr>
<tr>
<td><strong>Warranty Releases</strong></td>
<td>Code releases that are done during the warranty period.</td>
</tr>
<tr>
<td><strong>Warranty Services</strong></td>
<td>The Services to be provided by the Vendor during the Warranty Period.</td>
</tr>
<tr>
<td><strong>Work Hours</strong></td>
<td>Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.</td>
</tr>
<tr>
<td><strong>Work Plan</strong></td>
<td>The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.</td>
</tr>
<tr>
<td><strong>Work Station or Workstation</strong></td>
<td>The equipment, including hardware and software, that is provided to inspection stations for the purpose of conducting, recording, and reporting inspections under the NH I/M Program.</td>
</tr>
<tr>
<td><strong>Written Deliverables</strong></td>
<td>Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.</td>
</tr>
</tbody>
</table>