



State of New Hampshire

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**Statewide IBM Mainframe Technical**  
**Support Services**

**DoIT RFP 2016-006**

**RFP ISSUED.....January, 8, 2016**

**VENDOR CONFERENCE.....January 19, 2016 1:30 PM**

**AT: 27 Hazen Drive, Concord NH**

**STATE CONTACT.....Wendy Pouliot**  
**Wendy.Pouliot@doit.nh.gov**  
**Tel # 603 223-5746**

**CONTRACT TYPE.....Not to Exceed**

**PROPOSALS DUE.....Feb 25, 2016 2:30 PM**

**AT: NH DEPARTMENT OF INFORMATION TECHNOLOGY**  
**27 HAZEN DRIVE**  
**CONCORD, NEW HAMPSHIRE 03301**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
STATEWIDE IBM MAINFRAME OPERATION SERVICES  
DoIT -RFP 2016-006**

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## **1. INTRODUCTION**

The State of New Hampshire acting through the Department of Information Technology, is releasing this RFP to procure Statewide IBM Mainframe Technical Support. The Vendor will be responsible for all aspects of the project, including, but not limited to support of all IBM z/VM, z/OS, Linux on System Z operating system environments and related program products and third party software. Also included is ensuring that release levels are kept current within 12 months of the software vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations based on need and underlying product support.

The Vendor may employ subcontractors to deliver required services subject to the terms and conditions of this RFP, including but not limited to, in Section 6: *General Contract Requirements* herein and Appendix G-4: *State of New Hampshire Terms and Conditions* of this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a 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.

### **1.1 Contract Award**

A contract award by the State will be based upon criteria, standards, and weighting identified in this RFP. Each Vendor Proposal will be considered, without limitation, with regard to all services proposed, qualifications of the Vendor, and cost.

### **1.2 Contract Type**

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

### **1.3 Contract Term**

Time is of the essence.

The Vendor shall be prepared to provide technical support services upon receipt of required governmental approvals, including but not limited to Governor and Executive Council approval.

The Vendor's initial term will begin on July 1, 2016 and extend for five (5) years, with options to extend, at the discretion of the State, up to but not beyond June 30, 2024.

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**1.4 Schedule of Events**

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

EVENT	DATE	TIME
RFP released to Vendors (on or about)	Jan 6, 2016	
Vendor inquiry period begins (on or about)	Jan 6, 2016	
Notification to the State of the number of representatives attending the Vendor Conference	Jan 6, 2016	
Vendor's Conference / Walk Through; location identified in General Instructions, Section 4.3	Jan 19, 2016	1:30 PM
Vendor inquiry period ends (Final inquiries due)	Jan 22, 2016	
Final State responses to Vendor inquiries	Jan 26, 2016	
Final date for Proposal submission	Feb 25, 2016	2:30 PM
Notification for Vendor Presentation	Mar 1, 2016	
Vendor Presentation	Mar 8, 2016	
Anticipated Contract Finalization	Apr 20, 2016	
Anticipated Notice to Proceed	Apr 20, 2016	

**2. DEFINITIONS OF TERMS**

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

**3. SERVICES, REQUIREMENT AND DELIVERABLES**

**3.1 Service and Requirements**

The State seeks to procure IBM Mainframe Hardware and Software support Services for this Request. Each Proposal must present terms and conditions that are in agreement with the *State of New Hampshire Terms and Conditions* in Appendix G and the *General Contract Requirements* in Section 6. Support personnel must be fully product-trained specialists and have the required experience to respond to technical questions and perform advanced troubleshooting by telephone or through Web case submission in support of the license renewal and maintenance services listed in Appendix C - *Requirements and Deliverables*.

**3.2 Deliverables**

For this RFP the main deliverable is fully product-trained specialists who can deliver the following services:

- a. Business process analysis and improvement;

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- b. Change management;
- c. Configuration and testing of the selected proposed Solution;
- d. Data conversion and migration;
- e. Development and Maintenance of in and out-bound interfaces;
- f. Implementation Services;
- g. Integration Services;
- h. Requirements validation;
- i. Software and hardware recommendations/specifications;
- j. Software and Hardware maintenance and enhancement support;
- k. System documentation;
- l. Testing;
- m. Training and user support and Enhancements
- n. Project management;
- o. IT Budgeting
- p. Capacity Planning and Forecasting

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

#### **4. INSTRUCTIONS**

##### **4.1 Proposal Submission, Deadline, and Location Instructions**

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

**State of New Hampshire**  
**Department of Information Technology**  
**c/o Wendy Pouliot**  
**27 Hazen Drive**  
**Concord, New Hampshire 03301**

Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
  
**RESPONSE TO DoIT RFP 2016-006**  
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Late submissions will not be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendor's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department of Administrative Services, in accordance with its established policies, as having been received at the location designated above. The Department of Administrative Services accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Vendor's responsibility.

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All Proposals submitted in response to this RFP must consist of one (1) original and six (6) clearly identified copies of the Proposal, including all required attachments, and one (1) electronic copy on CD Rom in MS WORD format, accompanied by the transmittal letter described in Section 4.18.2: *Transmittal Form Letter*, herein. The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. One (1) copy of the Proposal Transmittal Form Letter shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL." A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

#### **4.2 Proposal Inquiries**

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

Wendy Pouliot  
Department of Information Technology  
27 Hazen Drive  
Concord, New Hampshire, 03301  
Telephone: (603) 223-5746  
Email: [Wendy.Pouliot@doit.nh.gov](mailto:Wendy.Pouliot@doit.nh.gov)

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

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

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

##### **4.2.1 Restriction of Contact With State Employees**

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

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**4.3 Vendor Conference**

A mandatory Vendor Conference and a walk through will be held at the following location as identified in Section 1.4: *Schedule of Events*:

Conference Room 148  
27 Hazen Drive  
Concord, NH

All Vendors that intend to submit Proposals are encouraged to attend the Vendor Conference. Vendors are requested to RSVP via email by the date identified in Section 1.4: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference. A maximum of three (3) attendees is permitted.

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 emailed / mailed by the date specified as the Final State responses to Vendor Inquiries as specified in Section 1.4: *Schedule of Events*. Vendors are responsible for any and all 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 Amendment**

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an amendment 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.

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**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 1.4: *Schedule of Events*, or until the effective date of any resulting contract, whichever is later.

**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. Regardless of the Vendor selected, the State reserves the right to use any information presented in a 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.

**4.11 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.

**4.12 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.

**4.13 Required Contract Terms and Conditions**

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

**4.14 Award**

The State plans to execute a Not To Exceed (NTE) contract, administered by the Department of Administrative Services, on behalf of DoIT as a result of this RFP.

Although the preferred Solution is a single company that can supply consultants with the requisite skills and experience as well as depth of experience that selected IT consultants can draw upon,

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and consultants with complimentary skill sets, the State reserves the right, at its discretion, to select personnel from one or more vendors as a result of this RFP.

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.

#### **4.15 Proposal Submission Requirements**

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

#### **4.16 Proposal Format**

Proposals should follow the following format:

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

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

#### **4.17 Proposal Organization**

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

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

#### **4.18 Proposal Content**

##### **4.18.1 Cover Page**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT of INFORMATION TECHNOLOGY  
STATEWIDE IBM MAINFRAME OPERATION SERVICES  
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**STATE OF NEW HAMPSHIRE  
DEPARTMENT of INFORMATION TECHNOLOGY  
RESPONSE TO DoIT RFP 2016-006  
STATEWIDE IBM MAINFRAME OPERATION SERVICES**

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

**4.18.2 Transmittal Form Letter**

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

*Remainder of this page intentionally left blank*

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State of New Hampshire Proposal Transmittal Form Letter

Company Name \_\_\_\_\_

Address \_\_\_\_\_

---

**To:** NH DoIT Point of Contact: Wendy Pouliot, Director of Operations  
Telephone (603) 223-5746  
Email: [Wendy.Pouliot@doit.nh.gov](mailto:Wendy.Pouliot@doit.nh.gov)

**RE:** Proposal Invitation Name: Statewide IBM Mainframe Operation Services  
Proposal Number: DoIT – RFP 2016-006  
Proposal Opening Date and Time: February 25, 2016 at 2:30 PM

Dear Sir:

Company Name: \_\_\_\_\_ hereby offers to sell to the State of New Hampshire the services indicated in RFP NH Department of Information Technology 2016-006 Statewide IBM Mainframe Operation Services at the price(s) quoted in Vendor Response Section VI: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6: *General Contract Requirements* and Appendix G-4: *State of New Hampshire Terms and Conditions*.

Company Signor: \_\_\_\_\_ is authorized to legally obligate  
Company Name: \_\_\_\_\_.

We attest to the fact that:

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

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

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

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

Our official point of contact is \_\_\_\_\_,

Title \_\_\_\_\_

Telephone \_\_\_\_\_, Email \_\_\_\_\_

Authorized Signature Printed \_\_\_\_\_

Authorized Signature \_\_\_\_\_

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

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**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 4.18: *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 Requirements and Deliverables**

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

Using the response templates in Appendix C: *Requirements and Deliverables*, the Vendor must document the ability to meet the requirements and deliverables of this RFP using Tables C1.1: *Staff Requirements*, C2.1: *Detailed Deliverables for Baseline Services* and C2.2: *Deliverables in Addition to Baseline Services*.

Only one "Yes" or "No" response should be entered for each requirement. Some requirements identify multiple attributes. A response of "Yes" is appropriate only if the proposed Service can fulfill all details identified in the requirement.

**4.18.7 Section IV:**

Appendix D: *Topics for Mandatory Narratives*, which correspond to different requirements of the Proposal, is the basis for information presented here. 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 IT Consultant Staff**

To evaluate qualifications of IT consultant staff, the State will consider the experience and qualifications of candidates proposed. Section VI must be used to provide this

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required information. Specific information to be provided is described in Appendix E: *Standards for Describing Vendor Qualifications*, Section E-2 *Candidates for IT Consultant Staff Roles*.

#### **4.18.10 Section VII: Cost Proposal**

The Cost Proposal must include the following:

- **Table F-1.1: Baseline Services Deliverables** – calculation of blended rates from section 2 will be required for this section.
- **Table F-1.2: On Call Support Retainer** – and any discussion necessary to ensure understanding of data provided;
- **Table F-3.1: After Hours and Weekend Support Worksheet.**– This is the total not to exceed price for vendor support for weekend upgrades of software and hardware, along with being on call for support of all situations that might arise.
- **Table F-3.2: Special Projects Support Worksheet** – Show the cost of IT Consultants for projects that were not defined by the existing customer that is outside the scope of and intent of this RFP and possible support of other Data Centers.

Note – The State is contracting for on-site contractor support during normal business hours and on call support after hours. The State expects the rates given to include any occasions the contractor must be called to the site to resolve problems occurring after hours. Most State hardware and software upgrades are performed on weekends to minimize impact on agencies. This rate structure must also allow for any software or hardware upgrades needing vendor on-site support on weekends.

## **5. PROPOSAL EVALUATION PROCESS**

### **5.1 Overall Scoring**

The State will use a scoring scale of 1000 points, which shall be applied to the Solution as a whole. Points will be distributed among four (4) factors:

**200 points** – Ability to deliver quality technical experience, resources and services as defined in section 5.4.1;

**200 points** – Site management ability in all phases of IBM Mainframe Data Centers as defined in section 5.4.2;

**200 points** – Experience in providing similar services within the scope of this RFP as defined in section 5.4.3;

**100 points**- Vendor Team as defined in section 5.4.4;

**300 points** – Solution Cost as defined in section 5.4.5.

**1000 points – Total Possible Score.**

### **5.2 Rights of the State in Evaluating Proposals**

The State reserves the right to:

- a. Consider any source of information in evaluating Proposals;
- b. Omit any planned evaluation step if, in the State's view, the step is not needed;
- c. At its sole discretion, reject any and all Proposals at any time; and

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- 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 Proposal Evaluations Process**

The State plans to use the following process:

- Initial screening;
- Preliminary evaluation of the Proposals and reference checks;
- Oral interviews and support services demonstrations;
- Best and Final Offer (BAFO), if appropriate, and
- 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 following:

- The Proposal is date and time stamped before the deadline.
- The Vendor has sent the proper number of copies
- The original version of the proposal is marked “ORIGINAL” and the copies are marked “COPY.”
- The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP.
- The proposed Solution meets the requirements as specified in Appendix B of the RFP: *Minimum Standards for Proposal Evaluation*.

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

#### **5.3.2 Preliminary Evaluation of Proposals and Reference Checks**

The State will establish an evaluation team to evaluate Proposals, conduct reference checks.

#### **5.3.3 Oral Interviews and Support Services Demonstrations**

Preliminary scores from the evaluation of the Proposals will be used to select Vendors to invite for oral interviews and presentations.

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

For each invited Vendor, the oral interview and presentation will be approximately two (2) hours in length. A highly structured agenda will be used for oral interviews and presentations to ensure standard coverage of each invited Vendor. Information gained will be used to refine scores assigned from the initial review of the Proposals

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**5.3.4 Best and Final Offer (If appropriate)**

The State may, at its sole option, either accept a Vendors initial proposal by award of a contract or enter into discussions with Vendors whose proposals are deemed best qualified for consideration for an award. After discussions are concluded a Vendor may be allowed to submit a “Best and Final Offer” for consideration.

**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.

**5.4 Proposal Evaluation Scoring**

The State will select a Vendor based upon the criteria and standards contained in this RFP and from applying the following weightings. Oral interviews, presentations, and reference checks will be used to refine and finalize preliminary scores.

**5.4.1 Scoring of the vendors ability to deliver quality technical experience, resources and services**

200 points are allocated for scoring of the proposed Solution. These points will be distributed among three sub-factors for Service: Overall systems support experience and Software Service Topic Narratives.

**Overall systems support experience:** Will be assessed from responses to specific system requirements identified in Appendix C: *System Requirements* of this RFP.

**Narratives on Software Software Topics:** Software topics that must be addressed in Proposals are identified in Section D-1 of Appendix D: *Topics for Mandatory Narrative Responses* of this RFP. Key aspects to be evaluated for topics are listed below.

- **Topic 1 – Linux on System Z Operating System** – The State will evaluate the degree to which the vendor has a strong working knowledge of – **Red Hat Linux** Operating Systems running on IBM System Z hardware platform.
- **Topic 2- z/VM Operating System** – The State will evaluate the degree to which the vendor has a strong working knowledge of – **z/VM** Operating Systems.
- **Topic 3 – z/OS Operating System** – The State will evaluate the degree to which the vendor has a strong working knowledge of – **z/OS** Operating Systems.
- **Topic 4- DB2 Database** – The State will evaluate the overall ability of the vendor to provide system programming, manage, manipulate and maintain DB2 Database Systems.

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**5.4.2 Scoring of Site management ability in all phases of IBM Mainframe Data Centers**

200 points are allocated for scoring of Vendor proposed Services. These points will be distributed among three sub-factors, narratives on: Technical Topics; Service, and Project Management.

Narratives on Technical Topics: Technical topics to be addressed in Proposals are identified in Section D-2: *Technical Topics* of Appendix D: *Topics for Mandatory Narrative Responses*. Key aspects to be evaluated for topics are listed below.

- **Topic 5: Backup and Disaster Recovery**– The State will evaluate the degree to which proposed **backup** and recovery processes protect mission-critical data, ease of use of these processes and impact of these processes on operation of the system.
- **Topic 6 – DB2 Database Cloning** – The State will evaluate the overall ability of the vendor to perform cloning of DB2 subsystems.
- **Topic 7 – Systems Consolidation** – The State will evaluate the vendors ability to plan for, evaluate the benefits of and execute system consolodations.
- **Topic 8 – Systems Automation** – The State will evaluate the vendor’s experience and abilities in Z/VSE, z/VM, and z/OS systems automation.
- **Topic 9 – Technical Knowledge Transfer** – The State will evaluate whether the technical knowledge transfer Proposal will prepare State staff to perform their role in maintaining the subject systems.
- **Topic 10 - Platform Conversion** – The state will evaluate the Vendor’s procedures and experience in converting system platforms.

Narratives on Service Topics: Service topics to be addressed in Proposals are identified in Section D-3: *Experience Topics* of Appendix D: *Topics for Mandatory Narrative Responses*. Key aspects to be evaluated for topics are listed below.

- **Topic 11– Multiple Data Centers** – The State will evaluate the Vendors flexibility and experience with multiple data centers.
- **Topic 12 – Multiple Operating Systems** – The State will evaluate the Vendors flexibility and experience with operating systems.
- **Topic 13 – Cross platform information sharing**– The State will evaluate the Vendors experience and procedures in connection with cross platform information sharing.

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Narratives on project management ability in all phases of IBM Mainframe Data Centers Topics: Project Management topics to be addressed in Proposals are identified in Section D-4: *Project Management Topics* of Appendix D: *Topics for Mandatory Narrative Responses*. Key aspects to be evaluated for topics are listed below.

- **Topic 14: Status Meetings and Reports**– The State will evaluate the degree to which reporting will serve the needs of State project leaders.
- **Topic 15: Risk and Issue Management** – The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in risk and issue management.
- **Topic 16: Scope Control** – The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only absolutely essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.
- **Topic 17: Preparation of State Staff** – The State will evaluate whether the provisions to prepare State staff participating in the project will enable the staff to interact and contribute appropriately.
- **Topic 18: Quality Assurance Approach** – The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.

**5.4.3 Scoring of experience in providing similar services within the scope of this RFP**

200 points are allocated for scoring vendor qualifications (including any subcontractors). These points are distributed among three sub-factors: Corporate Qualifications; Qualifications of the Proposed Site Manager and Topic 18: Sample Work Plan. Information for scoring will be taken from Sections V and VI of the Vendor Proposal as well as any interviews, oral presentations or recommendations.

Corporate Qualifications: Topics that will be considered in evaluating corporate qualifications include but are not limited to financial strength, availability of backup staff, corporate experience, and project references.

Qualifications of Proposed Engagement/Project Manager: Vendors are permitted but not required to identify one (1) engagement manger and up to two (2) candidates for the role of Project Manager. Topics to be considered in evaluating qualifications of the proposed Engagement/Project Manager include but are not limited to education, experience and references.

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- **Topic 19: Sample Work Plan** – The State will evaluate the completeness and relevance of the proposed sample work plans.

#### **5.4.4 Vendor Team**

100 points are allocated for scoring of the vendor team.

The State will consider both the depth and breadth of the vendors staff and the years of experience in operating systems consistent with the systems in the DoIT Data Center.

The State will also consider the organization and size of the Vendor's Proposed Project Team: Topics that will be evaluated include, but are not limited to, coverage of significant areas, appropriate roles, designation and identification of key staff and timing of assignments.

Qualifications of Proposed Key Vendor Staff: Topics to be considered in evaluating qualifications of proposed key staff include but are not limited to education, experience and references.

#### **5.4.5 Scoring Solution Cost**

300 points are allocated for scoring of the total Vendor's Solution Proposal. The State will consider all categories of system pricing contained in Section F. Cost information required in a Proposal is intended to provide a sound basis for comparing costs. Total cost will be computed based on cost and rate information contained in all tables of Appendix F.

The following formula will be used to assign points for costs:  
$$\text{Score} = \left( \frac{\text{Lowest Proposed Cost}}{\text{Vendor's Proposed Cost}} \right) \times 300$$

For the purpose of this formula, the lowest proposed cost is defined as the lowest cost proposed by a Vendor who fulfills the minimum qualifications.

## **6 GENERAL CONTRACT REQUIREMENTS**

### **6.1 State of New Hampshire Terms and Conditions and Contract Requirements**

The contract requirements set forth in Section 6: *General Contract Requirements*, herein and the *State of New Hampshire Terms and Conditions* contained in Appendix G-4 shall constitute the basis for any contract resulting from this RFP.

### **6.2 Contract Term Dates**

See Section 1.3: *Contract Term*.

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**6.3 Non-Exclusive**

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 identified under this procurement.

**6.4 Vendor Selection**

Each Proposal will be evaluated and considered with regard to the services proposed, qualifications of the Vendor and any subcontractors, and cost.

The State will issue an intent to award letter to a Vendor based on these evaluations. Should the State be unable to reach agreement with the 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.

**6.5 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 RFP, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and Appendix G-4: *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.

**6.6 Project Budget/Price Limitation**

The State has funds budgeted for this Project, subject to Section G4.2: *Conditional Nature of Contract*.

**6.7 State Contracts**

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

**6.8 HIPPA**

The State intends to protect the privacy and provide for the security of any protected health information disclosed to the Vendor in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and any other applicable laws or regulations. To the extent HIPAA applies, the Vendor shall, at no additional cost to the State, enter into contractual agreements with the State required to comply with HIPAA, including but not limited to a Business Associate Agreement (see Appendix G-5), as applicable and deemed necessary by the State.

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**6.9 Vendor Staff**

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

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, at the State's discretion, review of the proposed Engagement Manager's resume and qualifications, and an interview. The Engagement Manager must have full authority to make binding decisions under the Contract, and shall function as the Vendor's representative for all administrative and management matters. The Engagement Manager must be available to promptly respond within two (2) hours to inquiries from the State, and at the site as needed. The Vendor must use his or her best efforts on the Project. The Vendor's Engagement Manager must be qualified to perform the obligations required of the position under the Contract.

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.

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

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.

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

**6.10 Work Plan**

Vendor shall submit a sample Work Plan in its Proposal as outlined in Section D-19. The Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, and task dependencies.

**6.11 Deliverables**

The Vendor shall provide, to the State, project staff with skill sets and experience as required in Appendix C: *Requirements and Deliverables* and Appendix E: *Standards for Describing Vendor Qualifications*. In addition, the vendor shall provide for the continuous operation of all systems listed in Exhibit C according to the Warranty requirements specified in Section 6.13, submit reports of studies and analyses and perform special projects as required by the State.

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**6.12 Testing and Acceptance**

The State requires that an integrated and coherent approach to complete system testing, deficiency correction, acceptance, training, and warranty services be provided to ensure a successful project. The State requires the Vendor to bear all responsibilities for the full suite of testing.

All testing and acceptance addressed herein shall apply to testing the equipment/system as a whole and its discrete parts (e.g., software modules or functions). This shall include planning, test scenario development, data and system preparation for testing, and execution of unit, module or function, and system integration testing, and support of the State during user acceptance testing. The Vendor will correct all deficiencies and support all required re-testing.

**6.13 Warranty**

**6.13.1 Services**

The Vendor shall agree to maintain, repair, upgrade, and correct Deficiencies in the System 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, destructive programming; and replacing incorrect, defective or deficient Software and documentation.

Such warranty services shall include without limitation the following:

- a. Repair, or any portion or upgrade the System that is Deficient;
- b. Maintain the System in accordance with the Specifications and terms and requirements of the Contract;
- c. The Vendor shall have available to the State on-call telephone assistance during non-business hours, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with a telephone response within fifteen (15) minutes of request, with assistance response dependent upon issue severity;
- d. On-site additional services within two (2) business hours of a request during non-business hours;

In the event the Vendor fails to correct the deficiency (of their work product) within the allotted period of time (see above), the State shall have the right, 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) 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.

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**6.13.2 Personnel**

The Vendor shall warrant that all personnel engaged in the services shall be qualified to perform the services, and otherwise authorized to do so.

**6.13.3 Warranty Period**

Stability and responsiveness to problems is essential. The Vendor shall warrant all services and personnel, engaged under Contract as a result of the RFP, for the duration of the Contract period.

The Vendor must guarantee to provide the deliverables as required by this RFP within the time agreed upon. Should it fail to do so, and the failure was not caused by the acts or omissions of the State, then the Vendor will be liable for all additional costs to the Department of Information Technology to assure that the systems are up and operating. This includes the addition and replacement of equipment, additional personnel, and additional costs to the Department of Information Technology for its day-to-day operation.

**6.13.4 System**

The Vendor shall warrant that all operating Systems and their related software, in whole or part, shall operate with a 99.9 % or better up time, with a maximum of eight (8) hours system outage per year, not including scheduled downtime.

**6.13.5 Destructive Programming**

The Vendor shall warrant that any Software used or developed will not contain any destructive programming, or mechanisms designed to disrupt the performance of State of New Hampshire business personnel.

**6.13.6 Programming**

The Vendor shall warrant that any software changes shall operate with the rest of the Software without loss of any functionality. All modifications, upgrades and installations must be tested and accepted in writing by the State of New Hampshire.

**6.14 Warranty Services**

The Vendor shall agree to maintain, repair, upgrade, and correct Deficiencies in the System 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, destructive programming; and replacing incorrect, defective or deficient Software and documentation.

Such warranty services shall include without limitation the following:

- a. Repair, or any portion or upgrade the System that is Deficient;
- b. Maintain the System in accordance with the Specifications and terms and requirements of the Contract;

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- 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 a telephone response within fifteen (15) minutes of request, with assistance response dependent upon issue severity;
- d. On-site additional services within two (2) business hours of a request;

In the event the Vendor fails to correct the deficiency within the allotted period of time (see above), the State shall have the right, 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) 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 for the initial three modules or functions (see section 6.13.3: *Warranty Period*, below).

## **6.15 Administrative Specifications**

### **6.15.1 Reasonable Travel Expenses**

The Vendor must assume all travel and related expenses. All labor rates will be "fully loaded", including, but not limited to:

- Meals;
- Hotel;
- Airfare;
- Car rentals;
- Car mileage; and
- Out-of-pocket expenses

### **6.15.2 Shipping and Delivery Fee Exemption**

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

### **6.15.3 Project Workspace and Office Equipment**

The State will provide the following workspace and office equipment for the project:

Workstations for the Vendor that will be assigned full time to the project;  
Furnishings and telephones for workstations;  
Meeting facilities sufficient to satisfy project needs (the Vendor and State will agree to these needs during the finalization of the Project Work Plan);  
A server to support sharing of information; and  
Shared office equipment, including printers and photocopiers.

The Vendor shall not include costs for personal computers for its staff.

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**6.15.4 Access/Cooperation**

As applicable, and subject to the applicable laws and regulations, 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 IT Services.

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

**6.15.5 State-Owned Documents and Copyright Privileges**

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

**6.15.6 Intellectual Property**

The State shall hold ownership, title, and rights in any Custom Software developed in connection with the performance of obligations under the Contract, or modifications to the software and their associated Documentation including any and all performance enhancing operational plans and vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such software, modifications, and documentation developed under the contract and to authorize others to do so.

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 provision of maintenance services under the Contract.

**6.16 Pricing**

**6.16.1 Pricing**

The Vendor must provide pricing for each deliverable as defined in Appendix C: Requirements and Deliverables. Pricing worksheets provided in Appendix F: *Pricing Worksheets*.

**6.16.2 Invoicing**

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted must meet with the approval of the State and said approval shall not be unreasonably withheld. The Vendor shall only submit invoices for licenses, license renewals, and maintenance and support services as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information including, without limitation, identification of the items or services for which payment is sought.

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**6.16.3 Overpayments to the Vendor**

The Vendor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon discovery.

**6.16.4 Credits**

The State may apply credits due to the State against the Vendor's invoices with appropriate information attached.

**6.16.5 Records Retention and Access Requirements**

The Vendor shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

The Vendor shall also agree to the following:

The Vendor and any of 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 the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years after the final payment on the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, 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 will be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year 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 material issued under the Contract is calculated or derived from these factors.

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**6.16.6 Accounting Requirements**

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

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**APPENDIX A: BACKGROUND INFORMATION**

**A-1 Department of Information Technology**

During 2003, the State reorganized its information technology environment. Information Technology staff resources report into the State's Chief Information Officer (CIO). Computers and other technology resources remain distributed throughout the State agencies.

The Department of Information Technology, Division of Operations is responsible for the multiple State agency mainframe data centers, comprising of IBM mainframe hardware and software, third party software and mainframe peripherals.

The Department of Information Technology Data Center supports the Departments of Administrative Services, Health and Human Services, Department of Safety, Department of Revenue and New Hampshire Employment Security. Technical support of the hardware, software, and related program products and third party operating software is critical to ensure that the highest quality of service is provided.

The main site of support will be at 27 Hazen Drive, Concord, NH 03301. This site supports most agencies within the State of NH with other sites supporting the other remaining agencies.

The State has several Mainframe Data Centers, a description of them can be found in Appendix C-3.

**A-2 Department of Information Technology and Technology Status**

The Vendor support staff will work in cooperation with the New Hampshire Department of Information Technology (DoIT). Created in the summer of September of 2008 DoIT oversees implementation of all statewide information technology activities.

**A-2.1 Project Goals and Objectives**

An outfall of the Mission and Vision of the Department of Information Technology are the following Goals and Objectives for the IBM Maintenance Contract:

These goals are:

- Efficiency and effectiveness
- State employees service empowerment
- Quality, consistency, and accessibility of information available to State Agencies
- Eliminate redundant data and systems
- Automation for areas where there is currently little automation
- 99.9% Mainframe System Availability

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**A-2.2 Technical Architecture**

Components of the State's technical architecture include:

- **State Network Environment:** The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines, wireless and VPN technologies. Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). Direct support is provided for twenty-one partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another Agency.
  
- **Internet Access:** All State Agencies are connected to the State's intranet which is being redesigned to function as the statewide core network in addition to facilitating access to e-mail, the Internet, and the State's financial applications. Some Agencies additionally have their own Internet service providers. PCI Compliance is also an element in this effort.

**A-2.3 Future Systems Environment**

Future design and development efforts should conform to the emerging environment as defined by current Information Technology initiatives, the New Hampshire Information Technology Plan 2006-09.

Future consolidation of the State's Data Centers is being considered. The selected vendor will need to develop a complete design and plan for moving and consolidating the hardware and software. Future design and development efforts should conform to the emerging environment as defined by current information technology initiatives, the Statewide Strategic Information Technology Plan, and the e-Government Report.

**A-3 Related Documents Required at Contract Time**

**a. Certificate of Good Standing/Authority**

(Dated after April of the current year and available from the Office of the Secretary of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: [www.sos.nh.gov/corporate/index.html](http://www.sos.nh.gov/corporate/index.html))

**b. Certificate of Vote (Appendix G-6)**

**c. Proof of Insurance Compliance with Appendix G-4: *State of New Hampshire Terms and Conditions*, Section 14: *Insurance*.**

**A-4 State Project Team**

State staffing for the project will include the Operations Data Center Manager and the Operations Director.

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**APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

The State seeks proven, stable and experienced IT consultants to work with State personnel in accordance with the Requirements and Deliverables of Appendix C: *Requirements and Deliverables* and Appendix E: *Standards for Vendor Qualifications*. Coverage in Appendix B is limited to specific minimum requirements. A Proposal that fails to satisfy any requirement in this section may be rejected without further consideration.

**B-1 Compliance with System Requirements**

- a. The Proposal must be submitted on time, as defined in this RFP in Section 1.4: *Schedule of Event*.
- b. Statement of Compliance with mandatory requirements in Appendix C-1: *Requirements*
- c. Inclusion of the properly completed Transmittal Form Letter contained in Section 4.19.2: *Transmittal Form Letter* of this RFP.

**B-2 Proposed Project Team**

The proposed project team must include individuals with the experience required by Appendix C-1. For the purpose of complying with this requirement, the vendor team is permitted to include subcontractors.

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**APPENDIX C: REQUIREMENTS AND DELIVERABLES**

**C-1 – Staff Requirements**

**Table C1.1 Staff Requirements**

	<b>TECHNICAL REQUIREMENTS FOR CONSULTANT TEAM</b>	<b>STATE REQ'MT STATUS</b>	<b>VENDOR COMPLIANCE (Y,N)</b>	<b>VENDOR RESPONSE (NOTES)</b>
1.	Demonstrated knowledge and experience supporting IBM z/VM environments.	M		
2.	Demonstrated knowledge and experience supporting z/OS environments.	M		
3.	Demonstrated knowledge and experience supporting wide area TCP/IP network environments (e.g. FTP, SFTP, SMTP, TN3270 ) facilities.	M		
4.	Demonstrated knowledge and experience in state-of-the-art Project Management Methodologies.	M		
5.	Demonstrated knowledge and experience supporting DB2 for z/OS	M		
6.	Demonstrated knowledge of IBM FastCopy and Recovery Expert software.	M		
7.	Demonstrated knowledge and experience supporting Microsoft Windows, UNIX, and Linux.	M		
8.	Demonstrated knowledge and experience supporting Web Servers using 3270 emulation.	M		
9.	Demonstrated knowledge and experience with COBOL.	M		
10.	Demonstrated knowledge and experience supporting WebSphere on z/OS and Linux on System z	M		
11.	Internet accessibility must follow State standards for Web interface, including Web browser standards approved by the State.	M		
12.	Demonstrated knowledge of IBM Storage devices including PAV and FastCopy services.	M		

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13.	Demonstrated knowledge in the configuration and installation of the Ricoh InfoPrint Manager for Windows software	M		
14.	Demonstrated knowledge of managing a successful project within a government entity.	M		
15.	Demonstrated knowledge of Visual Basic 2005-2012.	M		
16.	Demonstrated knowledge and experience with IBM Mainframe Hardware including HMC's and SE's.	M		
17.	Demonstrated knowledge and experience with IBM Tape Libraries.	M		

Vendor personnel roles are defined as the proposed Site/Engagement Manager, Project Managers, z/OS Systems Programmer, DB2, Database Systems Programmer, z/VM Systems Programmer, Linux on System z Systems Programmer, and Network Specialist.

**Site/Engagement or Project manager** has overall project responsibility for all Vendor proposed staff and activities. The project manager will work closely with members of the Department of information technology project organization. Qualifications for the Vendor's project manager should include ten plus (10+) years of information technology experience including three (3) years of project management experience on complex IBM Mainframe environments wherein responsibilities included systems analysis, development, maintenance and enhancement, and implementation. The project manager should also have had significant responsibility for a project similar in size, functionality, and scope. It is highly desirable that each of the proposed Vendor personnel resource possesses the qualities described below.

The following are the roles, responsibilities, and required skills that will comprise the Vendor's core team.

**Table 1.2 Vendor Roles, Responsibilities and Skills**

<b>Vendor Role</b>	<b>Responsibilities</b>	<b>Skills</b>
Site/Engagement manager or Project Manager	Overall management of vendor staff, projects, work requests and problem resolution.	10+ years experience in similar environments.
Sr. z/OS System Programmer	Provide daily maintenance, review, reporting, upgrades, problem determination and resolution and applications support.	10+ years experience with all aspects of OS/390 and z/OS.
Sr z/VM System Programmer	Provide daily maintenance, review, reporting, upgrades, problem determination and resolution and applications support.	10+ years experience with all aspects of VM/ESA and z/VM.
Sr. RHE Linux on System z Systems	Provide daily maintenance, review, reporting, upgrades, problem determination	experience with all aspects of RHEL.

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Programmer	and resolution and applications support.	
Sr. DB2 System Programmer	Provide daily maintenance, review, reporting, upgrades, problem determination and resolution and DB Administrator support.	10+ years experience with all aspects of DB2 on OS/390 and Z/OS. IDMS and Natural helpful.
Sr. Network Specialist	Provide daily maintenance, review, design, reporting, upgrades, problem determination and resolution and support.	Knowledge of TCPIP and industry standards for packet traces and TCPIP problem resolution, 10+ year's of experience,
Sr. Project Manager Specialist	Provide daily project management as needed and reporting on results and directions. The project manager should also have had significant responsibility for projects of similar size, functionality, and scope.	10+ years experience with managing projects or equivalent management experience. Must have special certification and three years experience in Project Management

**Staff Retention/Performance.**

The Department of information technology reserves the right to interview anyone proposed for work on this contract. The State reserves the right to require the removal of any Vendor-supplied employee who fails to perform at acceptable levels or, for any other reason, at the sole discretion of the State. The Vendor will immediately remove said individual from the project. The Vendor will have seven (7) business days to provide resumes of proposed candidates with the same or greater skill set at the same or lesser rate.

**During the life of the contract, the Vendor shall confirm that all personnel assigned to the project shall be qualified to perform responsibilities and services as indicated in the Appendix 1D: *Staffing Reference Chart*.**

**C-2 – Deliverables**

The following deliverables require fully qualified IT Consultant personnel with knowledge and experience as declared in Appendix E, Section E-2: *Candidates for Vendor IT Consultant Roles*, capable of fulfilling the Requirements stated in Table C-2 below and with the skills and experience outlined in Table C-1. These Consultants will be working on site for full business days on projects as directed by the State Project Manager. Vendor staff must be available to respond to problems to ensure computers are operating 24 X 7. Vendor staff must stagger work days to occupy the site Monday through Friday 7:00 AM through 5:00 PM exclusive of State Holidays. The current service level requires ten (10) consultants working full time on site. If the vendor believes the same level of service can be delivered by fewer consultants the reasoning for the reduced deployment must be fully supported and documented.

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**Table C-2.1 Detailed Deliverables for Baseline Services**

	<b>FUNCTIONAL REQUIREMENTS FOR CONSULTANT TEAM</b>	<b>STATE REQ'MT STATUS</b>	<b>VENDOR COMPLIANCE (Y,N)</b>	<b>VENDOR RESPONSE (NOTES)</b>
1.	Support all IBM z/VM, and Linux related program product and third party operating software, including ensuring that release levels are kept current within 12 months of the vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M		
2.	In parallel, provide technical support for the existing IBM z/VM and Linux environments on an "as requested" basis.	M		
3.	Implement preferred guest, guest consolidations, and new guests as requested.	M		
4.	Support all z/OS related program product and third party operating software, including ensuring that release levels are kept current within 12 months of the vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M		
5.	In parallel provide alternative and preferred recommendation for configuration of connection of Wide Area TCP/IP Network to the production mainframes (z/VM, z/OS & Linux) systems.	M		
6.	Implement TCP/IP software changes to device addresses, to tie the converted network to mainframe (z/VM, z/OS & Linux) systems.	M		
7.	Systems programming (install, test, implement, and fix operating software, program products, and tools).	M		
8.	Support of IBM Operating System vendor software tools.	M		
9.	Provide project management services of all system/software upgrades on an "as needed" basis.	M		
10.	Provide support and configuration of security profiles on all mainframe operating systems including encryption/decryption.	M		
11.	Support all DB2 database products	M		

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	including IBM FastCopy and Recovery Expert, and DB2 Tools.			
12.	Maintain automated backup and recovery (database & systems).	M		
13.	Technical support of all hardware installations, including Mainframes, printers, tape drives, DASD units, etc.	M		
14.	Develop and maintain the ability to transfer files and data between the mainframe and other platforms.	M		
15.	Participation in problem/change management.	P		
16.	Create and maintain technical systems documentation (e.g., hardware configuration, channel configuration, TCP/IP network configuration, software inventories, file transfer processes, etc.) at time of change.	M		
17.	Create and maintain operations documentation (e.g., system start-up and shut-down procedures, CICS start-up and shut-down procedures, tape drive swaps, queue management, recovery procedures, etc.)	M		
18.	Develop and deliver comprehensive training for technical and computer operations staff as required for new and existing mainframe products. Approximately six (6) per year based on changes made.	M		
19.	Maintain availability of each separate operating system and its related software at 99.9% or better during scheduled hours of operation, that is, maximum of eight (8) hours operating system outage per year.	M		
20.	Respond to trouble calls, based on the following criteria: A. During the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday, excluding state holidays, response within five (5) minutes. B. Outside business hours, response within 15 minutes by telephone with qualified person. If trouble cannot be resolved remotely, response on-site within two (2) hours of original notification.	M		
21.	Completion of other planned projects or initiatives identified during the timeframe	M		

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	of this contract, as requested and defined through the project management Work Request process. A statement of work and deliverables must be agreed upon for projects over \$3000 in cost or over 20 hours in estimated time.			
22.	Provide a biweekly written technical status report and chair a biweekly status meeting.	M		
23.	Assist the State in the configuration and operational support of Network servers that interface with the mainframe environment using the following operating systems: A. Windows B. LINUX C. HP UNIX	P		
24.	Support and configuration Web Servers using 3270 emulation.	M		
25.	Support and configuration of network devices including TCP/IP-to-SNA gateway servers.	M		
26.	Support and configuration of integrated IBM Mainframe and network server storage facilities.	M		
27.	Support and configuration of Mainframe printer and output distribution facilities, including those that require PC-based device control and output storage for simplified retrieval and management purposes.	M		
28.	Support and configuration of wide area (WAN) and local area (LAN) data transfer facilities for transportation of application data to and from the integrated, multi-system data center environment. This includes all TCP/IP (e.g. FTP, SFTP, CyberFusion, Move-It, SMTP, TN3270 ) facilities.	M		
29.	Support and configuration of FTP facilities used to move data to and from State external business partners.	M		
30.	Network configuration, management, and consulting services associated with mainframe systems data access and systems integration.	M		
31.	Support and consulting services associated with data center consolidation.	M		
32.	Provide performance statistics and data	M		

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	regarding mainframe performance and capacity as requested.			
33.	Client/Server and Web-enabled access support and consulting services when interfacing with the mainframe for multiple mainframe data center environment.	P		
34.	Employ project management disciplines to improve the effectiveness and the value added to TSG (Technical Services Group) services and operational processes.	M		
35.	Develop and support (REXX) procedure to reformat/edit reports intended for printers so that they will display properly.	P		
36.	Interact with State external business partners when necessary defining the process and the procedure of file transfers, etc.	M		
37.	Training of state application and end user personnel when needed. Approximately four (4) sessions per year based on changes made.	M		
38.	Design, develop, and maintain procedures to create Adobe Acrobat files from report listings originating from a z/VM, z/OS or Linux mainframe system.	M		
39.	Development of a Technical Design Document with interfaces, hardware and software, and Internet requirements defined.	M		
40.	Development of detailed security procedures, including online, Web and application security, backup procedures, and disaster recovery procedures using State standards.	M		
41.	Documentation of detailed technical platform and connectivity requirements must be provided including identification, configuration, and installation of all connectivity for all peripheral devices required and disk space allocations.	M		
42.	Design, develop, and maintain (Visual Basic) procedures for FTP and File manipulation.	M		
43.	Perform DB2 database subsystem cloning on scheduled and ad-hoc basis.	M		

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**Table C-2.2 Deliverables in addition to Baseline Services**

	<b>Deliverables</b>	<b>STATE REQ'MT STATUS</b>	<b>VENDOR COMPLIANCE (Y,N)</b>	<b>VENDOR RESPONSE (NOTES)</b>
1.	Annual On Call Support	M		
2.	After Hours and weekend support (as required)	M		
3.	Special Project Support (as required)	M		

**C-3 – System Mainframe Environments**

DoIT: IBM 2828-002 272GB 8 FICON z/OS, z/VM, Linux on Z machine  
 2 x zIIP Processors, 4 x IFL Processors  
 2 x 10GbE OSA Express4  
 1 x GbE OSA Express 4(LX)  
 1 x OSA Express 4  
 25 TB disk storage  
 IBM 3500 Tape Library with 5 x 3592-E06 tape drives using 3592-JB cartridges

2 x 2105ES IBM laser printers  
 1 x 6500 impact printer.

DoIT: Shared infrastructure  
 3 x 2090ES IBM laser printers with a Windows print server running IPM.  
 1 x 6500 impact printer.

Mainframe data center support includes,  
 PC-based FTP server, version information upon request

<b>2828-002</b>	<b>Software</b>	<b>552 MIPS</b>
<b>Vendor</b>	<b>Product Name</b>	<b>Version/Release</b>
IBM	z/OS	V1R2.1
	WebSphere for zLinux	
	DB2 Fast Copy	
	DB2 Recovery Expert	
	DB2 Universal Database for z/OS	V10
	CICS/Transaction Server	V4R1

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	Enterprise Cobol	V4R2
	DFSMS w/DFSMSdss & DFSMSHsm	V1R21
	Security Server	V1R21
	Fault Analyzer	V21R1
	File Manager	V21R1
	PSF for z/OS	V4R2
	TSO Pipelines	
	AFP Font Collection	V2 R1
	AFP Toolbox	V1 R1
	IBM Port Tools	V1 R 1.4
	JAVA	V6, V7, V8
	WebSphere for z/OS Network Deployment	V8.5.5.5
	z/VM	
	JDBC	2.11.67
Computer Associates	DB2 Tools	P99G
	Database Analyzer	
	Plan Analyzer	
	RC/Migrator	
	RC/Query	
	RC/Update	
	Detector	
	DRAS	V1R0
	Endevor Change Manager	V3R9
	Endevor Automatic Config Manager	V3R9
	Endevor Extended Processor Option	V3R9
	Endevor Interface for External Security Interface	V3R9
	Framework	V2R2
	Intertest for CICS	V6R1
	Intertest Batch	V3R0
	JCLCHECK	V7R0
	CA-1	V5R2
Allen Systems Group	TMON-MVS	V3.1
	TMON-CICS	V3.1
	TMON-DB2	V4.0
	Zeke for z/OS	V5.5
	OASIS	V2.8.0
Chicago Soft	Quick Ref	V7R0

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Syncsort	Syncsort for z/OS 2.1	V2R1
InfoPrint Solutions LLC	AFP2PDF	V1.2
Tibco	MFT (Cyberfusion)	6.1
<b>Windows</b>	<b>Software</b>	<b>Version</b>
Ricoh	Info Print Manager	V4.4
	PPFA	V8
IBM	Rational Performance Tester	V7
RedHat	RHEL	V7

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**APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES**

Vendors must limit narrative responses describing the Technical, Services and Project Management topics defined for this RFP 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.

Narrative Response Table

Topic	Page Limit
<b>D1 Software Topics</b>	
Topic 1 – Linux on System z Operating System	4
Topic 2 – z/VM Operating System	3
Topic 3 – z/OS Operating System	4
Topic 4 – DB2 Database	2
<b>D-2 Technical Topics</b>	
Topic 5 – Backup and Disaster Recovery	2
Topic 6 – DB2 Database Cloning	4
Topic 7 - Consolidation of Systems	3
Topic 8 - Systems Automation	2
Topic 9 – Technical Knowledge Transfer	5
Topic 10 - Platform Conversion	2
<b>D-3- Experience Topics</b>	
Topic 11 – Multiple Data Centers	6
Topic 12 – Multiple Operating Systems	6
Topic 13 – Cross Platform Information Sharing	6
<b>D-4 Project Management Topics</b>	
Topic 14 – Status Meetings and Reports	3
Topic 15 – Risk and Issue Management	3
Topic 16 – Scope Control	2
Topic 17 -- Preparation of State Staff	3
Topic 18 – Quality Assurance Approach	6
Topic 19 – Sample Work Plan	6

**D-1 Software Topics.**

This section provides a series of topics related to the proposed software that the State of New Hampshire is currently running.

**Topic 1 Linux on System z Operating System**

Response Page Limit: 4

- What versions of Linux on System z have you installed and what was the length of that installation?
- Describe the Support Team’s approach to the following scenarios:  
  - Adding a new Linux guests under the z/VM operating system.
  - Controlling log file movement.

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- What third party software supporting scheduling, tape management, DASD control, and console control have you maintained?
  - Using IBM products for the above questions what would you use?
- What would you use for remote print and file movement?
- What products do you recommend for the above?

**Topic 2 z/VM Operating System**

Response Page Limit: 3

- What versions of z/VM have you installed and what was the length of that installation?
- Describe the Support Team's approach to the following scenarios:
  - Adding a new guest under the z/VM operating system.
  - Controlling output file movement.
- Application development tools.
- What products do you recommend for the above?

**Topic 3 Z/OS Operating System**

Response Page Limit: 4

- What third party software supporting scheduling, tape management, DASD control, and console control have you maintained?
- Using IBM products for the above questions, what would you use?
- What would you use for remote print and file movement?
- What products do you recommend for the above?

**Topic 4 - DB2 Database**

Response Page Limit: 2

- What tools have you used by the vendor to manage DB2?
- What tools do you recommend to manage DB2?
- How would you recover at a hot site if has been five (5) Days since the last system backup?

**D-2 Technical Topics**

This section provides a series of technical topics that the State of New Hampshire will consider in selecting Mainframe support. A maximum length of response for each topic is defined.

**Topic 5 – Backup and Disaster Recovery**

Response Page Limit: 2

- 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.
- Vendors are asked to provide a plan for the State to continue operation at a different site in the event that the Data Center is unavailable. Discuss necessary planning for the proposed remote site and transition to the site if the Data Center is incapacitated.
- Use of and method for maintaining proper versions for immediate or long term recovery;

What products would you use.;

Offsite recovery experience, results:

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Impact of software license fees.

**Topic 6 – DB2 Database Cloning**

Response Page Limit: 4

- What tools were used to clone DB2 Databases?
- What was the size of the cloned database?
- How long did it take to clone the database?

**Topic 7 – Consolidation of Systems**

Response Page Limit: 3

- What are the factors considered when deciding whether to consolidate Data Centers?
- What is the number and size of Data Center consolidations you have performed?
- What vendors were used?
- What products were involved?
- What operating systems were involved?

**Topic 8 – Systems Automation**

Response Page Limit: 2.

- What operating systems have you automated?
- What products were used?
- What was the scope of this automation?

**Topic 9 – Technical Knowledge Transfer**

Response Page Limit: 5

- The transfer of technical knowledge is important for operations, applications development, and management. Address training curriculum, training priorities. Use specific examples from past system implementations to explain your approach to technical training and knowledge transfer.

**Topic 10 - Platform Conversion**

Response Page Limit: 2

- What platforms have you converted to the Mainframe? List problems and experiences.
- What platforms have you converted to from the Mainframe? List problems and experiences.
- What operating systems were involved?

**D-3 Experience Topics.**

This section provides a series of topics related to proposed experiences that the State of New Hampshire will consider in selecting the proposed technical support. A maximum length of response for each topic is defined.

**Topic 11 – Multiple Data Centers**

Response Page Limit: 6

- Discuss your management of IBM Mainframe Data Centers that are comparable to the DoIT Data Center?
- How many Data Centers have you concurrently supported?
- How many Data Centers are you currently supporting?

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**Topic 12 – Multiple Operating Systems**

Response Page Limit: 6

- Name the operating systems that you were concurrently supporting? How many mainframes, and other platforms did they reside on?
- How long was the contract for?

**Topic 13 – Cross platform information sharing**

Response Page Limit: 6

Describe the information shared between platforms and which platforms were sharing this information.

**D-4 Project Management Topics**

This subsection provides a series of topics related to management of the project that the State of New Hampshire will consider in selecting Mainframe support. A maximum length of response for each topic is defined.

**Topic 14 – Status Meetings and Reports**

Response Page Limit: 3 – Appendix Required

- The State believes that effective communication and reporting, through meetings and written reports is essential to project success. At a minimum, the State expects the following:

Introductory Meeting: Participants will include key vendor staff and State project leaders from both the Vendor and the Department of information technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.

Kickoff Meeting: Participants will include the project team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

Weekly Tech Support status meetings: This will include the Data Center Manager and all of the tech support staff.

Status Meetings: Participants will include project manager from the vendor, the Data Center manager, the Unix manager, and the Development manager from the State. These meetings, which will be conducted at least biweekly, will address overall project status, error report reviews and any additional topics needed to remain on schedule and within budget. A status and error report from the vendor will serve as the basis for discussion.

The Work Plan must be reviewed at each Status Meeting and updated, at minimum, on a weekly basis.

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

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

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Vendor's Project Manager shall assist the State's Project Coordinator, or itself produce reports related to Project Management as reasonably requested by the State. Vendor must 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 week period
- e. Staff time reporting
- f. Issues and concerns requiring resolution
- g. Financial Status to be updated once a month

Describe the process that will be employed. Be sure to cover the following:

Timing, duration, recommended participants and agenda for the meetings;  
Frequency and standard agenda items for status meetings;  
Availability for special meetings. As an appendix, provide an example of status reports prepared for another project. Names of the project and of any individuals involved may be removed.

**Topic 15 – Risk and Issue Management**

Response Page Limit: 3

- Provide proposed methodologies for risk and issue management. Discuss State and vendor responsibilities. 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.

**Topic 16 – Scope Control**

Response Page Limit: 2

- Suggest an approach for scope control. Describe how the approach has been employed effectively on another project. Discuss how promptly the vendor will provide cost estimates for proposed changes to scope.

**Topic 17 - Preparation of State Staff**

Response Page Limit: 2

- Describe how State staff assigned to the project team will be prepared to contribute.

**Topic 18 – Quality Assurance Approach**

Response Page Limit: 6

- The State has identified four categories of deliverables:
  - Written Deliverables, such as a training plan;
  - Software Deliverables, such as software installation; and

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- Non-software Deliverables, such as conduct of a training course.
- Hardware Deliverables, such as installation of an updated Mainframe.

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;
- Testing of software deliverables prior to submission for acceptance testing.

**Topic 19 – Sample Work Plan**

Response Page Limit: 6

- Deliver a sample work plan for a project to implement release upgrades of two different operating systems as described below.

The first is Z/OS from release 1.13 to release 2.1 using the equipment and software outlined in Section C-3. The second is for Z/VM from release 4.1 to release 6 using the equipment and software outlined in Section C-3.

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**APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

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

**E-1 Required Information on Corporate Qualifications**

Information is required on all Vendors that will participate in the project. Vendors submitting a Proposal must identify any Subcontractors to be used.

**E-1.1 Corporate Overview (2 Page Limit)**

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

**E-1.2 Financial Strength**

Provide the following:

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

**E-1.3 Litigation**

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

**E-1.4 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 individual qualifications of candidates for IT Consultant staff roles;
4. Resumes of candidates proposed to work on the Project; and
5. Two references from companies or organizations where they performed similar services, if requested by the State.

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**E-2 Candidates for Vendor IT Consultant Staff Roles**

Provide an organizational chart depicting the Vendor project team. This chart should identify key staff from the Vendor, any subcontractors.

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 with the qualifications, experience and skills relevant to the requirements and deliverables listed in Appendix C.

Provide resumes not to exceed three (3) pages for each Vendor IT Consultant staff position proposed for project activity. Representative resumes will not be accepted. 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;
- A history of the individual's application experience; and
- At least three (3) references, with contact information that can address the individual's performance on past projects.

Although the State recognizes that staff availability is somewhat uncertain, qualifications of Vendor IT Consultant staff assigned to the Project are critical. IT Consultant Staff recommended for staff support for enhancements must be available full time for the duration of each of the enhancement projects commissioned during the period of the Contract.

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**APPENDIX F: PRICING WORKSHEETS**

**A vendor’s Cost Proposal must be based on worksheets formatted as described in this appendix.**

**F-1 Activities/Deliverables/Milestones Pricing Worksheet**

The Vendor must include, within the NTE price for IT service activities, tasks and preparation of required deliverables, pricing for the deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information. A Not to Exceed price must be provided for each deliverable.

**Baseline Services** – The Baseline Services price includes the total price for all services in Section F-1 required to maintain operations Monday through Friday 7:00 AM through 5:00 PM exclusive of State Holidays. Baseline services will be invoiced monthly. This is a not to exceed amount. The basis for billing will be time sheets, which detail hours worked by each individual and the task category being worked.

**Table F-1.1 Baseline Services Deliverables**

	<b>FUNCTIONAL REQUIREMENTS FOR CONSULTANT TEAM</b>	<b>STATE REQ'MT STATUS</b>	<b>DUE</b>	<b>COST</b>
1.	Support all IBM z/VM, and Linux related program product and third party operating software, including ensuring that release levels are kept current within 12 months of the vendor’s latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M	As Needed or Upon Request	Included
2.	In parallel, provide technical support for the existing IBM z/VM and Linux environments on an “as requested” basis.	M	As Needed or Upon Request	Included
3.	Implement preferred guest, guest consolidations, and new guests as requested.	M	As Needed or Upon Request	Included
4.	Support all z/OS related program product and third party operating software, including ensuring that release levels are kept current within 12 months of the vendor’s latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M	As Needed or Upon Request	Included
5.	In parallel provide alternative and preferred recommendation for configuration of connection of Wide Area TCP/IP Network to the production mainframes (z/VM, z/OS & Linux) systems.	M	As Needed or Upon Request	Included
6.	Implement TCP/IP software changes to device addresses, to tie the converted network to mainframe	M	As Needed or	Included

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	(z/VM, z/OS & <a href="#">Linux</a> ) systems.		Upon Request	
7.	Systems programming (install, test, implement, and fix operating software, program products, and tools).	M	As Needed or Upon Request	Included
8.	Support of IBM Operating System vendor software tools.	M	As Needed or Upon Request	Included
9.	Provide project management services of all system/software upgrades on an “as needed” basis.	M	As Needed or Upon Request	Included
10.	Provide support and configuration of security profiles on all mainframe operating systems including encryption/decryption.	M	As Needed or Upon Request	Included
11.	Support all DB2 database products including IBM FastCopy and Recovery Expert, and DB2 Tools.	M	As Needed or Upon Request	Included
12.	Maintain automated backup and recovery (database & systems).	M	As Needed or Upon Request	Included
13.	Technical support of all hardware installations, including Mainframes, printers, tape drives, DASD units, etc.	M	As Needed or Upon Request	Included
14.	Develop and maintain the ability to transfer files and data between the mainframe and other platforms.	M	As Needed or Upon Request	Included
15.	Participation in problem/change management.	P	As Needed or Upon Request	Included
16.	Create and maintain technical systems documentation (e.g., hardware configuration, channel configuration, TCP/IP network configuration, software inventories, file transfer processes, etc.) at time of change.	M	As Needed or Upon Request	Included
17.	Create and maintain operations documentation (e.g., system start-up and shut-down procedures, CICS start-up and shut-down procedures, tape drive swaps, queue management, recovery procedures, etc.)	M	As Needed or Upon Request	Included
18.	Develop and deliver comprehensive training for technical and computer operations staff as required for new and existing mainframe products. Approximately six (6) per year based on changes made.	M	As Needed or Upon Request	Included
19.	Maintain availability of each separate operating system and its related software at 99.9% or better during scheduled hours of operation, that is, maximum of eight (8) hours operating system outage per year.	M	As Needed or Upon Request	Included

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20.	Respond to trouble calls, based on the following criteria: C. During the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday, excluding state holidays, response within five (5) minutes. D. Outside business hours, response within 15 minutes by telephone with qualified person. If trouble cannot be resolved remotely, response on-site within two (2) hours of original notification.	M	As Needed or Upon Request	Included
21.	Completion of other planned projects or initiatives identified during the timeframe of this contract, as requested and defined through the project management Work Request process. A statement of work and deliverables must be agreed upon for projects over \$3000 in cost or over 20 hours in estimated time.	M	As Needed or Upon Request	Included
22.	Provide a biweekly written technical status report and chair a biweekly status meeting.	M	As Needed or Upon Request	Included
23.	Assist the State in the configuration and operational support of Network servers that interface with the mainframe environment using the following operating systems: D. Windows E. LINUX F. HP UNIX	P	As Needed or Upon Request	Included
24.	Support and configuration Web Servers using 3270 emulation.	M	As Needed or Upon Request	Included
25.	Support and configuration of network devices including TCP/IP-to-SNA gateway servers.	M	As Needed or Upon Request	Included
26.	Support and configuration of integrated IBM Mainframe and network server storage facilities.	M	As Needed or Upon Request	Included
27.	Support and configuration of Mainframe printer and output distribution facilities, including those that require PC-based device control and output storage for simplified retrieval and management purposes.	M	As Needed or Upon Request	Included
28.	Support and configuration of wide area (WAN) and local area (LAN) data transfer facilities for transportation of application data to and from the integrated, multi-system data center environment. This includes all TCP/IP (e.g. FTP, SFTP, CyberFusion, Move-It, SMTP, TN3270 ) facilities.	M	As Needed or Upon Request	Included
29.	Support and configuration of FTP facilities used to move data to and from State external business	M	As Needed or	Included

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	partners.		Upon Request	
30.	Network configuration, management, and consulting services associated with mainframe systems data access and systems integration.	M	As Needed or Upon Request	Included
31.	Support and consulting services associated with data center consolidation.	M	As Needed or Upon Request	Included
32.	Provide performance statistics and data regarding mainframe performance and capacity as requested.	M	As Needed or Upon Request	Included
33.	Client/Server and Web-enabled access support and consulting services when interfacing with the mainframe for multiple mainframe data center environment.	P	As Needed or Upon Request	Included
34.	Employ project management disciplines to improve the effectiveness and the value added to TSG (Technical Services Group) services and operational processes.	M	As Needed or Upon Request	Included
35.	Develop and support (REXX) procedure to reformat/edit reports intended for printers so that they will display properly.	P	As Needed or Upon Request	Included
36.	Interact with State external business partners when necessary defining the process and the procedure of file transfers, etc.	M	As Needed or Upon Request	Included
37.	Training of state application and end user personnel when needed. Approximately four (4) sessions per year based on changes made.	M	As Needed or Upon Request	Included
38.	Design, develop, and maintain procedures to create Adobe Acrobat files from report listings originating from a z/VM, z/OS or Linux mainframe system.	M	As Needed or Upon Request	Included
39.	Development of a Technical Design Document with interfaces, hardware and software, and Internet requirements defined.	M	As Needed or Upon Request	Included
40.	Development of detailed security procedures, including online, Web and application security, backup procedures, and disaster recovery procedures using State standards.	M	As Needed or Upon Request	Included
41.	Documentation of detailed technical platform and connectivity requirements must be provided including identification, configuration, and installation of all connectivity for all peripheral devices required and disk space allocations.	M	As Needed or Upon Request	Included
42.	Design, develop, and maintain (Visual Basic) procedures for FTP and File manipulation.	M	As Needed or	Included

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			Upon Request	
43.	Perform DB2 database subsystem cloning on scheduled and ad-hoc basis.	M	As Needed or Upon Request	Included
	<b>Annual Total for Baseline Services SFY 17 (Calculation from Table F-2.1)</b>			
	<b>Annual Total for Baseline Services SFY 18 (Calculation from Table F-2.2)</b>			
	<b>Annual Total for Baseline Services SFY 19 (Calculation from Table F-2.3)</b>			
	<b>Annual Total for Baseline Services SFY 20 (Calculation from Table F-2.4)</b>			
	<b>Annual Total for Baseline Services SFY 21 (Calculation from Table F-2.5)</b>			
	<b>Grand Total</b>			

The on call support price includes the total price to maintain an on call staff, which can respond after regular business hours to meet the requirements in Section C. Actual hours spent on after hours support are invoiced separate from and in addition to Baseline Services and the On Call Support Retainer. The not to exceed total for actual hours invoiced for after hours support is reflected in Section F-3.

**Table F-1.2: On Call Support Retainer**

<b>IT SERVICES – ACTIVITIES/ DELIVERABLES</b>	<b>SFY 17</b>	<b>SFY 18</b>	<b>SFY 19</b>	<b>SFY 20</b>	<b>SFY 21</b>	<b>TOTAL</b>
1. Total Annual on call support retainer price						

**F-2 SFY 2017-2020 Breakdown of Baseline Cost by position, Rate and Hours.**

Using the format provided in the following table, list titles of proposed positions on the project team to be filled by vendor staff. Under “Number of Staff,” indicate the number of positions that will be assigned the title. Include hours and rates for all staff that will hold the title on the Vendor project team through SFY 2021. This worksheet breaks down the Annual Baseline Rate to its component rates and hours by position. The Breakdown of Baseline Cost worksheet for SFY 2017, 2018, 2019, 2020 and 2021 is assumed to differ only by the rate listed in table F2.2 – F2.4. If this is not the case, create a separate Breakdown of Cost Worksheet for SFY 2017, 2018, 2019, 2020 and 2021. Dividing the total baseline hours by the total baseline cost creates the blended rate. This rate will be applied in section F-3 to compute the cost of call ins after regular hours and for special projects.

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**Table F-2.1: Proposed Position** – Initial Contract Term Vendor Rates Worksheet  
Total for baseline service for SFY 2017

<b>IT SERVICES - Position Title*</b>	<b>Number of Personnel</b>	<b>Number of Hours</b>	<b>Rate</b>	<b>Totals</b>
Engagement Manager				
Senior Project Manager				
Senior DB2 Database Programmer				
Senior Systems Programmer z/VM				
Senior Systems Programmer z/OS				
Senior Systems Programmer Linux				
Senior Systems Network Specialist				
Senior Project Management Specialist				
				Total
<b>Blended Rate = Total Hours/Total Cost</b>				

**Table F-2.2: Proposed Position** – Initial Contract Term Vendor Rates Worksheet  
Total for baseline service for SFY 2018

<b>IT SERVICES - Position Title*</b>	<b>Number of Personnel</b>	<b>Number of Hours</b>	<b>Rate</b>	<b>Totals</b>
Engagement Manager				
Senior Project Manager				
Senior DB2 Database Programmer				
Senior Systems Programmer z/VM				
Senior Systems Programmer z/OS				
Senior Systems Programmer Linux				
Senior Systems Network Specialist				
Senior Project Management Specialist				
				Total
<b>Blended Rate = Total Hours/Total Cost</b>				

**Table F-2.3: Proposed Position** – Initial Contract Term Vendor Rates Worksheet  
Total for baseline service for SFY 2019

<b>IT SERVICES - Position Title*</b>	<b>Number of Personnel</b>	<b>Number of Hours</b>	<b>Rate</b>	<b>Totals</b>
Engagement Manager				
Senior Project Manager				

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Senior DB2 Database Programmer
Senior Systems Programmer z/VM
Senior Systems Programmer z/OS
Senior Systems Programmer Linux
Senior Systems Network Specialist
Senior Project Management Specialist
Total
<b>Blended Rate = Total Hours/Total Cost</b>

**Table F-2.4: Proposed Position** – Initial Contract Term Vendor Rates Worksheet  
Total for baseline service for SFY 2020

<b>IT SERVICES - Position Title*</b>	<b>Number of Personnel</b>	<b>Number of Hours</b>	<b>Rate</b>	<b>Totals</b>
Engagement Manager				
Senior Project Manager				
Senior DB2 Database Programmer				
Senior Systems Programmer z/VM				
Senior Systems Programmer z/OS				
Senior Systems Programmer Linux				
Senior Systems Network Specialist				
Senior Project Management Specialist				
Total				
<b>Blended Rate = Total Hours/Total Cost</b>				

**Table F-2.5: Proposed Position** – Initial Contract Term Vendor Rates Worksheet  
Total for baseline service for SFY 2021

<b>IT SERVICES - Position Title*</b>	<b>Number of Personnel</b>	<b>Number of Hours</b>	<b>Rate</b>	<b>Totals</b>
Engagement Manager				
Senior Project Manager				
Senior DB2 Database Programmer				
Senior Systems Programmer z/VM				
Senior Systems Programmer z/OS				
Senior Systems Programmer Linux				
Senior Systems Network Specialist				
Senior Project Management Specialist				

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	Total
<b>Blended Rate = Total Hours/Total Cost</b>	

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**F-3 After Hours and Special Project Pricing Worksheets**

**Table F-3.1 will be used to compute the price of after hours support to the site.** After hours support is the Not to Exceed total price of calling in vendor support after regular hours in order to trouble shoot problems or to perform weekend system upgrades. The State estimates that up to 850 hours annually and will be required to keep system software current and to perform required after hours repairs. Vendors are asked to calculate the Not to Exceed total price for each of the contract fiscal years by multiplying **850** hours times, the blended rate from Section F-2. These hours will be accounted for and invoiced separately and in addition to the contract baseline services at the rate indicated in Section F-2. If the vendor deems **850** hours inadequate for these purposes the appropriate number of hours should be stated and Table F-3-1 should reflect this new hour total times the Table F-2 blended rate. The cost of maintaining the systems after hours according to the Standards in Appendix C will not exceed the amount listed in Table F-3.1.

**Table F-3.1: After Hours and Weekend Support Worksheet**

IT SERVICES – ACTIVITIES/ DELIVERABLES	SFY 17	SFY 18	SFY 19	SFY 20	SFY 21	TOTAL
After Hours Services for DoIT						

**Table F-3.2 will be used to compute the price of Special Projects Support.** This is the total not to exceed price for vendor support on special projects such as studies and reconfigurations, and support of other DoIT Data Centers as needed. The Table F-3.2 Annual price is equal to **1600** hours annually times the blended rate from Section F-2. **1600** is the expected hourly total of this activity per Fiscal Year. These hours must be accounted for and invoiced separately, at the rates indicated in Section F-2. They are separate from and in addition to baseline services, on call support retainer and after hours support.

**Table F-3.2: Special Projects Support Worksheet**

IT SERVICES – ACTIVITIES/ DELIVERABLES	SFY 17	SFY 18	SFY 19	SFY 20	SFY 21	TOTAL
Special Project Support						

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**APPENDIX G: GENERAL STANDARDS AND REQUIREMENTS**

**G-1 IT Required Work Procedures**

1. All work done must conform to standards and procedures established by the Department of Information Technology and the State.
2. All products developed (requirements, Specifications, Documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by the Vendor to successfully complete the assumed assignment will be at the sole expense of the Vendor and provided by the Vendor.
4. Vendor must agree to promptly provide an “equal or better” replacement for any personnel who leave the project during the course of the Contract, at a rate less than or equal to the current rate.
5. Vendor must make the individuals available to be interviewed by the State prior to the Project assignment.
6. Vendor and its employees assigned to this Project must sign a “Computer Access and Use Agreement.”
7. The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.
8. Personnel assigned to the State must be available to work within ten (10) business days of the contract signing.

***INSERT IRS PUB 1075 language from amendment C.***

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**G-2 Computer Access and Use Agreement**

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

**G-2.1 Computer Use**

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

- That numerous security and privacy regulations, both State and federal apply to client and business information contained in all State of New Hampshire's information systems. Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- That any person or any use not specifically known by the User as being authorized to access or use Information shall be promptly reported to the appropriate supervisor.
- That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use.
- That at no time shall User access or attempt to access any information without having the express authority to do so.
- That at no time shall User access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times User must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State.
- That only equipment or software owned, licensed, or being evaluated by the State, can be used by User. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.

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- That at no time shall User share or use another person's confidential computer password(s) or premises access card.
- That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
- That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
- That if User is found to be in violation of any of the above-stated rules, the User may face removal from the State contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.
- That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

### **G-2.3 Email Use**

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". The Authorized User understands and agrees that email shall not contain or be used for:

1. Any unlawful purpose.
2. Material that may be viewed as insulting. Demeaning, harassing or threatening (including sexual harassment).
3. Distribution of pornographic or obscene material.
4. Profane or abusive language.
5. Distribution of non-business materials including but not limited to jokes, chain letters, cartoons, sound files, amusement or entertainment purposes or executables not specifically business related.
6. Creating or transmitting statements, messages, languages, images, that might constitute hostile or offensive material likely to be disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or political beliefs.
7. Personal business or commercial business.
8. Invasion of the privacy of others.
9. Any use that compromises the integrity of the systems, network, other network users, or any interruption or disruption of services or equipment.
10. Any use that reflects poorly on a State entity or the State of New Hampshire.
11. Any lobbying contact or effort in support of such contacts, or causing others to make contact with members of the legislature or legislative committees including but not limited to: preparation and planning activities, research, and other background work

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that is intended at the time performed, to influence the approval, modification, or rejection of any legislation by the legislature of the State of New Hampshire or any committee thereof without the explicit consent of the Chief Information Officer (CIO) or its designee.

12. Misrepresentation of the Authorized User's identity, including using another's Authorized User ID and password.

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

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

### **G-2.3 Internet/Intranet Use**

The Internet/Intranet is to be used for access to and distribution of Information in direct support of the business of the State of New Hampshire.

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

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**G-3 New Hampshire Certificate of Authority or Certificate of Good Standing**

**(VENDORS NEED TO SUBMIT)**

As a condition of contract award, the Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 200X, 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.

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**G-4 State of New Hampshire Terms and Conditions**

All RFP terms and conditions including but not limited to the following Terms and Conditions, shall constitute the basis for any and all contracts resulting from the RFP.

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**TERMS AND CONDITIONS**

**G-4.1 Effective Date: Completion of Services**

**G-4.1.1** The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approves this Contract (the “Effective Date”).

**G-4.1.2** 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, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State 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.

**G-4.2 Conditional Nature of Contract**

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Vendor 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: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

**G-4.3 Contract Price: Limitation on Price: Payment**

**G-4.3.1** The Contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B: *Price and Payment Schedule*, of the Contract.

**G-4.3.2** The payment by the State of the Contract price shall be the only, and the complete reimbursement to the Vendor for all expenses, of whatever nature, incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services provided under the

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Contract. The State shall have no liability to the Vendor other than the Contract price.

**G-4.3.3** The State reserves the right to offset from any amounts otherwise payable to the Vendor under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through RSA 80:7-c, or any other provision of law.

**G-4.3.4** Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, exceed the total price limitation of the Contract set forth in block 1.8: *Price Limitation of the Contract Agreement*.

**G-4.4 Compliance by Vendor with Laws and Regulations: Equal Employment Opportunity**

**G-4.4.1** In connection with the performance of the Contract, the Vendor shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. The Vendor shall also comply with all applicable local, State, and federal licensing requirements and standards necessary in the performance of the Contract. In addition, the Vendor shall comply with all applicable copyright laws.

**G-4.4.2** During the term of the Contract, the Vendor shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

**G-4.4.3** If the Contract is funded in any part by monies of the United States, the Vendor 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 Vendor further agrees to permit the State, or United States, access to any of the Vendor's books, records, and accounts for ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of the Contract.

**G-4.5 Regulatory/Governmental Approvals**

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

**G-4.6 Personnel**

**G-4.6.1** The performance of the Vendor's obligations under the Contract shall be carried out by the Vendor. The Vendor shall at its own expense provide all personnel,

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materials and resources necessary to perform the Services under the Contract. The Vendor warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**G-4.6.2** Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (Block 1.7 of the Contract Agreement), the Vendor 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 the Contract. This provision shall survive termination of the Contract.

**G-4.6.3** The State's Contracting Officer, or his or her successor, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the State's Contracting Officer's decision shall be final for the State.

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

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

Dispute Resolution Responsibility and Schedule Table

<b>L E V E L</b>	<b>&lt;VENDOR&gt;</b>	<b><u>THE STATE</u></b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
Primary	<NAME> <TITLE>	TBD State Project Manager (PM)	5 Business days
First	<NAME> <TITLE>	Wendy Pouliot Operations Director	10 Business days
Second	<NAME> <TITLE>	Denis Goulet, Commissioner	15 Business days

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

**G-4.7 Termination**

This section G-4.7 shall survive termination or Contract Conclusion.

**G-4.7.1 Termination for Default**

**G-4.7.1.1** 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. Failure to perform any other covenant, term or condition of the Contract

**G-4.7.1.2** Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

**G-4.7.1.2.1** 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.

**G-4.7.1.2.2** 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.

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- G-4.7.1.2.3** 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;
- G-4.7.1.2.4** Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- G-4.7.1.2.5** 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.
- G-4.7.1.3** The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.
- G-4.7.1.4** No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.
- G-4.7.1.5** 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.
- G-4.7.1.6** 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 (2X) the total Contract price. Notwithstanding the foregoing, this limitation of liability shall not apply to the Vendor's obligations under Appendix G-4 Section 13: *Indemnification*.
- G-4.7.1.7** 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.

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**G-4.7.2 Termination for Convenience**

**G-4.7.2.1** The State may, at its sole discretion, terminate the Contract, 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*.

**G-4.7.2.2** 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.

**G-4.7.3 Termination for Conflict of Interest**

**G-4.7.3.1** The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, 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.

**G-4.7.3.2** 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.

**G-4.7.4 Termination Procedure**

**G-4.7.4.1** 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.

**G-4.7.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:

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- 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.

**G-4.8 Force Majeure**

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

**G-4.9 Confidential Information**

**G-4.9.1** In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. The Vendor shall not use 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.

**G-4.9.2** The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all 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

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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.

**G-4.9.3** 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 information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.

**G-4.9.4** In the event of unauthorized use or disclosure of the State's information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

**G-4.9.5** Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. 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.

**G-4.9.6** This Section G-4.9 shall survive termination or Contract Conclusion.

**G-4.10 Change of Ownership**

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

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**G-4.11 Vendor's Relation to the State**

In the performance of the Contract, the Vendor is in all respects an independent Contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

**G-4.12 Assignment, Delegation and Subcontracts**

**G-4.12.1** The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

**G-4.12.2** The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. 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.

**G-4.13 Indemnification**

The Vendor 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 <VENDOR>, its personnel or agents during the course of performance of the Services hereunder.

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 Section G-4.13: *Indemnification* shall survive termination or conclusion of the Contract.

**G-4.14 Insurance**

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**G-4.14.1** The Vendor 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:

**G-4.14.1.1** Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

**G-4.14.1.2** The policies shall be the standard policy forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Department of Insurance, and issued by insurers licensed in the State of New Hampshire or underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each certificate of insurance shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

**G-4.14.1.3** The Vendor shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. The Vendor shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

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

Department of Information Technology funded projects the Certificate Holder and address should be identified as:

State of New Hampshire  
Department of Information Technology  
Richard C. Bailey, Jr.  
49 Donovan Street, Concord, NH 03301.

Other Agency funded projects should address the Insurance Certificate Holder as: State of New Hampshire

<Department>  
<Commissioner, or Deputy Commissioner>  
<Address>

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**G-4.15 Workers' Compensation**

- G- 4.15.1** By signing the Contract the Vendor Contractor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).
- G-4.15.2** To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, the Vendor 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. The Vendor shall furnish the Insurance Certificate Holder, 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 to the Contract and shall be incorporated therein by reference.
- G-4.15.3** The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Vendor, or any subcontractor or employee of the Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

**G-4.16 Waiver of Event of Default**

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 Vendor.

**G-4.17 Notice**

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO VENDOR:

[Name]  
[Address]  
  
[City, State] [Zip]  
[Telephone Number]

TO STATE:

State of New Hampshire  
[Department]  
[Address]  
[City, State, Zip]  
[Telephone Number]

**G-4.18 Amendment**

The Contract 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.

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**G-4.19 Construction of Contract and Terms**

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in the Contract 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.

**G-4.20 Third Parties**

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

**G-4.21 Headings**

The headings throughout the Contract 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 the Contract.

**G-4.22 Exhibits**

The Exhibits referred to in and attached to the Contract are made a part of it as if fully included in the text.

**G-4.23 Special Provisions**

Additional provisions shall be set forth in the Contract EXHIBIT C shall be incorporated therein by reference.

**G-4.24 Severability**

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

**G-4.25 Venue and Justification**

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

**G-4.26 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive.

**G-4.27 Entire Agreement**

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings pertaining to the Project.

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**G-5 HIPAA Standards for Privacy – Business Associate Agreement**

**STANDARD EXHIBIT H**

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, and with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, “Business Associate” shall mean the Contractor and “Covered Entity” shall mean the state of New Hampshire, Department of Administrative Services.

**G-5.1 Business Associate Agreement**

**G-5.1.1 Definitions**

“Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR Section 164.501.

- a. “Data Aggregation” shall have the same meaning as the term “data aggregation” in 45 CFR Section 164.501.
- b. “Health Care Operations” shall have the same meaning as the term “health care operations” in 45 CFR Section 164.501.
- c. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- d. “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- e. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- f. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- h. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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- i. Other Definitions all terms not otherwise defined herein shall have the meaning established under 45 CFR Parts 160, 162 and 164, as amended from time to time.

**G-5.1.2 Use and Disclosure of Protected Health Information (PHI)**

- a. Business Associate shall not use or disclose PHI except as reasonably necessary to provide the services outlined under Exhibit A: *Contract Deliverables* of the Agreement, as amended to include this Standard Exhibit H. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use, or disclose PHI in any manner that would constitute a violation of the Privacy Rule if so used by Covered Entity.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate.
  - ii. As required by law, pursuant to the terms set forth in paragraph c. below.
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A: *Contract Deliverables* of the Agreement, as amended to include this Standard Exhibit H, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

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**G-5.1.3 Obligations and Activities of Business Awards**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, as amended to include this Standard Exhibit H, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.
- b. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement, as amended to include this Exhibit H.
- c. Business Associate shall make available all of its internal policies and procedures, books, and records relating to the use and disclosure of PHI received from or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy Rule.
- d. Business Associate shall require all of its directors, officers, employees, agents, Subcontractors, and third parties that receive, use, or have access to PHI under the Agreement, as amended to include this Standard Exhibit H, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3) k herein. Business Associate shall also require its agents, Subcontractors, and third parties to indemnify, defend, and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by the agents, Subcontractors, and third parties.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available, during Normal Business Hours, at its offices, all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement, as amended to include this Exhibit H.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI, in a designated record set, to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained

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in a designated record set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h.** Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i.** Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j.** In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall, within two (2) business days, forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k.** Within ten (10) business days of termination of the Agreement, as amended to include this Standard Exhibit H, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of the Agreement, as amended by this Exhibit H, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**G-5.1.4 Obligations of Covered Entity and Activities of Business Awards**

- a.** Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520 to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

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- b. Covered Entity shall promptly notify Business Associate of any changes in or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**G-5.1.5 Term and Termination**

- a. Term. The Agreement, as amended to include this Standard Exhibit H, shall become effective as of the date approved by Governor and Executive Council and shall continue in effect until (i) termination of the Agreement, (ii) termination as provided herein, or (iii) termination by mutual agreement of the parties.
- b. Termination for Cause. Covered Entity may immediately terminate the Agreement, as amended to include this Standard Exhibit H, if it determines that Business Associate has violated the Agreement. Upon Covered Entity's knowledge of a breach by Business Associate, Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**G-5.1.6 Miscellaneous**

- a. Definitions and Regulatory References. All terms used but not otherwise defined herein shall have the same meaning as those terms in the Privacy Rule, as amended from time to time. A reference in the Agreement, as amended to include this Standard Exhibit H, to a Section in the Privacy Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, as amended to include this Standard Exhibit H, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy Rule, and applicable federal and State law.
- c. No Third Party Beneficiaries. Nothing express or implied in the Agreement, as amended to include Standard Exhibit H, is intended or shall be deemed to confer upon any person or entity other than the Covered

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Entity, the Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities whatsoever.

- d. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- e. Interpretation. The parties agree that any ambiguity in the Agreement, as amended to include this Standard Exhibit H, shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy Rule.
- f. Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by the Business Associate, including without limitation its directors, officers, and employees.
- g. Segregation. If any term or condition of this Standard Exhibit H or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Standard Exhibit H are declared severable.
- h. Survival. Provisions in this Standard Exhibit H regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in Section 3k., the defense and indemnification provisions of Section 3d., and Section 6g. shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

STATE OF NEW HAMPSHIRE  
DEPARTMENT

\_\_\_\_\_  
Name of Authorized Representative  
Title of Authorized Representative

Date: \_\_\_\_\_

CONTRACTOR NAME

\_\_\_\_\_

Date: \_\_\_\_\_

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Name of Authorized Representative  
Title of Authorized Representative

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**G-6 Sample Certificate of Vote**

**CERTIFICATE**

(Corporation Without Seal)

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

- (1) I am the duly elected and acting Clerk/Secretary of the \_\_\_\_\_, a  
\_\_\_\_\_ corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, which meeting was duly held in accordance with \_\_\_\_\_ (State of incorporation) law and the by-laws of the Corporation:

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

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

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

\_\_\_\_\_ President

\_\_\_\_\_ Vice President

\_\_\_\_\_ Treasurer

and;

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(7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Clerk/Secretary

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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**APPENDIX H: TERMS AND DEFINITIONS**

The following terms and definitions apply to this RFP and any resulting contract

Acceptance	A notice from the State to the Contractor that, as applicable, Acceptance Testing or Review has been satisfied.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	An Acceptance Test Plan document describes in detail the series of tests and training to be performed with corresponding Acceptance Criteria and how the tests will be performed.
Agency	Agency of the State.
Best and Final Offer (BAFO)	For negotiated procurements, a contractor's final offer following the conclusion of discussions. <u>8</u>  In negotiations, one or other of the parties declares that this is as far as they can go and it is up to the other to accept, or reject and 'walk away'  <a href="http://www.projectauditors.com/Dictionary/B.html">www.projectauditors.com/Dictionary/B.html</a>
Certification	The Contractor's written declaration with full supporting and written documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	The document used to propose and accept changes to the Work Plan
Confidential Information	Information required to be kept Confidential from unauthorized disclosure
Contract	Contract means a binding legal agreement between the State of New Hampshire and the Contractor. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
Contract Conclusion	Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contractor	The Contracted Vendor Company that will perform the duties and specifications of the RFP. (Contractor's address info)
Contract Manager	The persons identified by the State and by the Contractor who shall be responsible for all contractual authorization

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	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 State in all Contract administration activities.
DAS	Department of Administrative Services
Data	State's records, files, forms, data and other documents or information that will be converted by Vendor for processing
Days	Calendar days unless otherwise indicated.
Deficiency/Deficiencies	A failure of a Deliverable or a defect in a Deliverable resulting in its not conforming to its Specification. Deviation from approved specification of the System document: <ul style="list-style-type: none"> <li>• Class A Defect - Critical does not allow system to operate, no work around, demands immediate action.</li> <li>• Class B Defect – Defect does not stop operation. There is a work around and user can perform tasks.</li> <li>• Class C Defect – Defect cosmetic in nature, minimal effect on system, low priority. User can use system.</li> </ul>
Deliverable	A deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by Vendor to the State or under the terms of a contract requirement
Department	Agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under Legislative Rule September 5, 2008.
Deployment	A contracted grouping of Deliverables including but not limited to Software, Services, and Warranties scheduled for implementation.
Documentation	All operations, technical, user and other manuals used in conjunction with the System and Software, in whole and in part.
Effective Date	The date on which an agreement, such as a contract, takes effect.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Governor and Council	The New Hampshire Governor and Executive Council.
GAAP	Generally Accepted Accounting Principles
Hardware	The mechanical, magnetic, electronic, and electrical components described in Section C:3: System Mainframe

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	Environments.
HIPAA	The Health Insurance Portability and Accountability Act of 1996.
Information Technology (IT)	Reference for the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.
Non-Exclusive Contract	A contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the product or service
Normal Business Hours	8:00 AM to 4:30 PM 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.
Notice to Proceed	The State Contract Manager's written direction to the Contracted Vendor to begin work on the Contract on a given date and time.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the subject matter of this Contract and the activities of the parties related hereto.
Project Managers	The persons identified who shall function as the State's and 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).
Proposal	The submission from a Contractor in response to the RFP.
RFP (Request for Proposal)	A Request For Proposal which solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Software	Written programs. Procedures, data, rules and associated documentation pertaining to the operation of computer system described in Section C:3: System Mainframe Environments
Services	The work or labor to be performed by the Contracted Vendor on the Project as described in the Contract.

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Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
Specifications	Documents that describe the requirements of and the functions to be performed by the resulting Deliverables.
State	The State of New Hampshire, acting through the Department of Safety.
State's Confidential Information	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 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.
Subcontractor	A person, partnership, or company not in the employment of or owned by The Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of The Contractor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Vendor	A Contractor submitting a Proposal to provide IT Consulting services in response to this RFP
Work Plan	The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project.