<table>
<thead>
<tr>
<th>Section</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP ISSUED</td>
<td>January 4, 2017</td>
</tr>
<tr>
<td>STATE CONTACT</td>
<td>Irene Koffink</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:Irene.Koffink@doit.nh.gov">Irene.Koffink@doit.nh.gov</a></td>
</tr>
<tr>
<td></td>
<td>Phone (603) 223-5750</td>
</tr>
<tr>
<td>CONTRACT TYPE</td>
<td>Firm Fixed Price</td>
</tr>
<tr>
<td>PROPOSALS DUE</td>
<td>2:30 PM, February 15, 2017</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

**TERMS AND DEFINITIONS** .................................................................................................................. 4  

1. **INTRODUCTION** .............................................................................................................................. 8  

2. **SCHEDULE OF EVENTS** .................................................................................................................. 9  

3. **SERVICES, REQUIREMENTS AND DELIVERABLES** ..................................................................... 10  

4. **INSTRUCTIONS** .............................................................................................................................. 10  

   4.1 **PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS** .................................. 10  
   4.2 **PROPOSAL INQUIRIES** ............................................................................................................... 11  
   4.3 **VENDOR CONFERENCE** ............................................................................................................. 12  
   4.4 **ALTERATION OF RFP** ................................................................................................................ 12  
   4.5 **RFP ADDENDUM** ......................................................................................................................... 12  
   4.6 **NON-COLLUSION** ......................................................................................................................... 12  
   4.7 **VALIDITY OF PROPOSAL** ........................................................................................................... 12  
   4.8 **PROPERTY OF THE STATE** ....................................................................................................... 13  
   4.9 **CONFIDENTIALITY OF A PROPOSAL** ....................................................................................... 13  
   4.10 **PUBLIC DISCLOSURE** ............................................................................................................... 13  
   4.11 **SECURITY** .................................................................................................................................. 13  
   4.12 **NON-COMMITMENT** ................................................................................................................ 13  
   4.13 **PROPOSAL PREPARATION COST** .............................................................................................. 13  
   4.14 **ORAL PRESENTATIONS/INTERVIEWS AND DISCUSSION** ....................................................... 13  
   4.15 **REQUIRED CONTRACT TERMS AND CONDITIONS** ................................................................ 13  
   4.16 **PROPOSAL FORMAT** .................................................................................................................. 14  
   4.17 **PROPOSAL ORGANIZATION** ..................................................................................................... 14  
   4.18 **PROPOSAL CONTENT** ................................................................................................................. 14  

5. **PROPOSAL EVALUATION PROCESS** .......................................................................................... 19  

   5.1 **SCORING PROPOSALS** ............................................................................................................. 19  
   5.2 **RIGHTS OF THE STATE IN EVALUATING PROPOSALS** ............................................................ 19  
   5.3 **PLANNED EVALUATION** ............................................................................................................ 19  

6. **GENERAL CONTRACT REQUIREMENTS** .................................................................................. 21  

   6.1 **STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS AND CONTRACT REQUIREMENTS** .......... 21  
   6.2 **VENDOR RESPONSIBILITIES** ..................................................................................................... 21  
   6.3 **PROJECT BUDGET/PRICE LIMITATION** .................................................................................... 21  
   6.4 **STATE CONTRACTS** ................................................................................................................... 21  
   6.5 **VENDOR STAFF** ......................................................................................................................... 21  
   6.6 **WARRANTY** .................................................................................................................................. 22  
   6.7 **ADMINISTRATIVE SPECIFICATIONS** ......................................................................................... 23  
   6.8 **PRICING** ..................................................................................................................................... 27  
   6.9 **DISPUTE RESOLUTION** ................................................................................................................ 30  

NH DoIT RFP 2017-007  
Page 2 of 45
7. **ADDITIONAL INFORMATION** .......................................................................................................................... 31

Appendix A: BACKGROUND INFORMATION ........................................................................................................... 31
Appendix B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION ................................................................. 33
Appendix C: SCOPE, REQUIREMENTS AND DELIVERABLES .......................................................................................... 34
Appendix D: NARRATIVE TOPICS .............................................................................................................................. 40
Appendix E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS ................................................................. 41
Appendix F: PRICING WORKSHEETS ........................................................................................................................ 43
Appendix G: CERTIFICATES ........................................................................................................................................ 44
Appendix H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS (P-37) AND CONTRACT

STANDARD LANGUAGE (EXHIBITS C-J) ..................................................................................................................... 46
TERMS AND DEFINITIONS
The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptance</td>
<td>Notice from the State that a Deliverable has satisfied Acceptance Test or Review.</td>
</tr>
<tr>
<td>Acceptance Letter</td>
<td>An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.</td>
</tr>
<tr>
<td>Agreement</td>
<td>A Contract duly executed and legally binding.</td>
</tr>
<tr>
<td>Appendix</td>
<td>Supplementary material that is collected and appended at the back of a document</td>
</tr>
<tr>
<td>Best and Final Offer (BAFO)</td>
<td>For negotiated procurements, a Vendor’s final offer following the conclusion of discussions.</td>
</tr>
<tr>
<td>Candidate</td>
<td>A person who has been proposed to perform the work as part of the RFP response process</td>
</tr>
<tr>
<td>CCP</td>
<td>Change Control Procedures</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial Off-The-Shelf Software</td>
</tr>
<tr>
<td>Confidential Information</td>
<td>Information required to be kept confidential from unauthorized disclosure under the Contract.</td>
</tr>
<tr>
<td>Contract</td>
<td>This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.</td>
</tr>
<tr>
<td>Contract Conclusion</td>
<td>Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.</td>
</tr>
<tr>
<td>Contract Documents</td>
<td>Documents that comprise this Contract (See Statement of Work, Section 1.1)</td>
</tr>
<tr>
<td>Contracted Vendor</td>
<td>The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.</td>
</tr>
<tr>
<td>CR</td>
<td>Change Request</td>
</tr>
<tr>
<td>Data</td>
<td>State’s records, files, forms, Data and other document information, in either electronic or paper format, that will be used/converted by the Vendor during the Contract term.</td>
</tr>
<tr>
<td>Deliverable</td>
<td>A Deliverable is the specified work product, produced by the Vendor for the State under the terms of this Contract.</td>
</tr>
<tr>
<td>Department</td>
<td>An agency of the State.</td>
</tr>
<tr>
<td>Department of Information Technology (DoIT)</td>
<td>The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.</td>
</tr>
<tr>
<td>Effective Date</td>
<td>The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.</td>
</tr>
<tr>
<td>Firm Fixed Price Contract</td>
<td>A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Governor and Executive Council</td>
<td>The New Hampshire Governor and Executive Council.</td>
</tr>
<tr>
<td>Implementation</td>
<td>The process for making the System fully operational for processing the Data.</td>
</tr>
<tr>
<td>Incident Command System (ICS)</td>
<td>An incident response organizational structure to enable efficient and effective incident management; it is a component of the National Incident Management System (NIMS).</td>
</tr>
<tr>
<td>Information Technology (IT)</td>
<td>Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.</td>
</tr>
<tr>
<td>Invoking Party</td>
<td>In a dispute, the party believing itself aggrieved.</td>
</tr>
<tr>
<td>National Incident Management System (NIMS)</td>
<td>A standardized approach to incident management that facilitates coordination between responders; it was developed by the Department of Homeland Security.</td>
</tr>
<tr>
<td>Notice to Proceed (NTP)</td>
<td>The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time.</td>
</tr>
<tr>
<td>Order of Precedence</td>
<td>The order in which Contract/documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.</td>
</tr>
<tr>
<td>Project</td>
<td>The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.</td>
</tr>
<tr>
<td>Project Team</td>
<td>The group of State employees and Contracted Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan, budget, required Specifications and quality standards.</td>
</tr>
<tr>
<td>Project Managers</td>
<td>The persons identified who shall function as the State’s and the Vendor’s representative with regards to review and Acceptance of the Contract, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).</td>
</tr>
<tr>
<td>Project Staff</td>
<td>State personnel assigned to work with the Vendor on the Project.</td>
</tr>
<tr>
<td>Proposal</td>
<td>The submission from a Vendor in response to the request for a Proposal or statement of work.</td>
</tr>
<tr>
<td>Report</td>
<td>All Written Deliverables under the Contract.</td>
</tr>
<tr>
<td>Review</td>
<td>The process of reviewing Deliverables for Acceptance.</td>
</tr>
<tr>
<td>Review Period</td>
<td>The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.</td>
</tr>
<tr>
<td><strong>RFP (Request for Proposal)</strong></td>
<td>A Request for Proposal which solicits proposals to satisfy State requirements by supplying Data processing service resources according to specific terms and conditions.</td>
</tr>
<tr>
<td><strong>Schedule</strong></td>
<td>The dates described in the Work Plan for deadlines for performance of Services and other project events and activities under the Contract.</td>
</tr>
<tr>
<td><strong>SDLC</strong></td>
<td>Software Development Life Cycle</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>The work or labor to be performed by the Vendor on the project as described in the contract.</td>
</tr>
<tr>
<td><strong>Software</strong></td>
<td>All custom Software and COTS provided by the Vendor under the Contract.</td>
</tr>
<tr>
<td><strong>Specifications</strong></td>
<td>The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, applicable State and federal policies, laws and regulations, state technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.</td>
</tr>
</tbody>
</table>
| **State** | State is defined as:  
State of New Hampshire  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301  
Reference to the term “State” shall include applicable agencies. |
<p>| <strong>State Data</strong> | Any information contained within State systems in electronic or paper format. |
| <strong>State Fiscal Year (SFY)</strong> | The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year. |
| <strong>State Project Leader</strong> | State’s representative with regard to project oversight. |
| <strong>State Project Manager (PM)</strong> | State’s representative with regard to project management and technical matters. The Agency Project Manager is responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and review and approval of a Change Proposal (CP). |
| <strong>Subcontractor</strong> | A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract, under a separate Contract with or on behalf of the Vendor. |
| <strong>System</strong> | All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications. |
| <strong>TBD</strong> | To Be Determined |
| <strong>Term</strong> | Period of the Contract from the Effective Date through |</p>
<table>
<thead>
<tr>
<th><strong>Vendor Contractor</strong></th>
<th>The Contracted individual, firm, or company that will perform the duties and Specifications of the Contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Warranty Period</strong></td>
<td>A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.</td>
</tr>
<tr>
<td><strong>Work Plan</strong></td>
<td>The overall plan of activities for the project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the project as specified in Appendix C: Scope, Requirements and Deliverables. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.</td>
</tr>
<tr>
<td><strong>Written Deliverables</strong></td>
<td>Non-Software Written Deliverable documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.</td>
</tr>
</tbody>
</table>
1. INTRODUCTION

Exercises play a vital role in strengthening cyber response preparedness by allowing response team members and stakeholders an opportunity to test, validate and refine plans to improve overall capabilities. The State of New Hampshire, acting through the Department of Information Technology (DoIT), (Appendix A), is releasing this Request for Proposal (RFP) to procure professional services to design, develop, coordinate, facilitate and document a progressive cyber incident response exercise program to strengthen response capabilities by streamlining operational procedures and refining response plans.

All activities must comply with Homeland Security Exercise and Evaluation Program (HSEEP) requirements as well as utilize Incident Command System (ICS) principles as established in the National Incident Management System (NIMS).

The State desires to contract with a single company that can supply the requisite skills and experience as well as depth of knowledge required to complete these tasks.

The Vendor selected will design, develop, coordinate, facilitate and document a progressive incident response exercise program including workshops, tabletops and functional exercise, as well as update procedures and plans including the NH Catastrophic Cyber Disruption Plan as defined in Appendix C: Scope, Requirements and Deliverables.

1.1 Contract Award

The State plans to execute a Firm Fixed Price (FFP) Contract as a result of this RFP. The award shall be based upon criteria, standards, and weighting identified in this RFP. The State also reserves the right, at its discretion, to award a Contract by item, part, or portion of an item, group of items, or total Proposal.

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

1.2 Contract Term

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

The Vendor shall be fully prepared to commence work by June 2017, after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

The Vendor’s Term will begin on the Effective Date and extend through June 1, 2018.

The Vendor shall commence work upon issuance of a Notice to Proceed by the State.
The State does not require the Vendor to commence work prior to the Effective Date; however, if the Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the 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.

2. SCHEDULE OF EVENTS

The following table provides the Schedule of Events for this RFP through Governor and Council approval and Notice to Proceed. All times are Eastern Time Zone.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP released to Vendors (on or about)</td>
<td>January 4, 2017</td>
<td></td>
</tr>
<tr>
<td>Vendor Inquiry Period begins (on or about)</td>
<td>January 4, 2017</td>
<td></td>
</tr>
<tr>
<td>Vendor Inquiry Period ends (final inquiries due)</td>
<td>January 17, 2017</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Final State responses to Vendor inquiries</td>
<td>January 25, 2017</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Final date for Proposal submission</td>
<td>February 15, 2017</td>
<td>2:30 PM</td>
</tr>
<tr>
<td>Invitations for interviews</td>
<td>February 27, 2017</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Vendor presentations/discussion sessions/interviews, if necessary</td>
<td>On or about March 8, 2017</td>
<td></td>
</tr>
<tr>
<td>Anticipated selection of successful Bidder</td>
<td>March 22, 2017</td>
<td></td>
</tr>
<tr>
<td>Anticipated Contract Approval by State</td>
<td>June 16, 2017</td>
<td></td>
</tr>
<tr>
<td>Anticipated Notice to Proceed</td>
<td>June 16, 2017</td>
<td></td>
</tr>
</tbody>
</table>
3. SERVICES, REQUIREMENTS AND DELIVERABLES

Services, requirements, and Deliverables are described in Appendix C: Scope, Requirements and Deliverables and Appendix F: Pricing Worksheets.

3.1 Services

The State seeks to procure professional services to design, develop, coordinate, facilitate and document progressive cyber incident response workshops, tabletops and functional exercise to strengthen response capabilities, operational procedures and response plans. The State desires to contract with a single company that can supply one or more consultant(s) with the requisite skills and experience as well as depth of knowledge required to complete these tasks. As listed in Appendix C: Scope, Requirements and Deliverables.

3.2 Requirements

3.2.1 Appendix B: Minimum Standards for Proposal Consideration
3.2.2 Appendix C: Scope, Requirements and Deliverables
3.2.3 Appendix D: Narrative Topics; Topics for Mandatory Narrative Responses for Services and Project Management topics.
3.2.4 Appendix E: Standards for Describing Vendor Qualifications; including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates’ qualifications.

3.3 Deliverables

The State classifies Deliverables into two (2) categories: Written Deliverables and Non-Software Deliverables. Pricing and scheduling information requirements for these Deliverables are provided in Appendix F: Pricing Worksheets. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: Scope, Requirements and Deliverables. Appendix D: Narrative Topics; Topics for Mandatory Narrative Responses solicits responses, which will expound on the Vendors’ understanding of the Implementation process, the manner of Service delivery and experience with similar Projects related to the Software, technical Services, and Project Management topics.

4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

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

Irene Koffink
NH Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Cartons containing Proposals must be clearly marked as follows:
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 Information Technology, in accordance with its established policies, as having been received at the location designated above. The Department of Information Technology accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Vendor’s responsibility.

Vendors are permitted to submit only one (1) Proposal in response to this RFP; however, multiple Candidates may be presented within one Proposal.

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

a. One (1) original and Five (5) clearly identified copies of the Proposal, including all required attachments, following the requirements set out below;

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

c. One (1) electronic copy on CD ROM in MS Word format.

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

4.2 Proposal Inquiries

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

Irene Koffink  
NH Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301  
Telephone: (603) 223-5750  
Email: Irene.Koffink@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 2: Schedule of Events). Inquiries received
later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: Schedule of Events; however, this date may be subject to change at the State’s discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

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

4.3 Vendor Conference – N/A

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

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

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

4.7 Validity of Proposal
Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 2: Schedule of Events, or until the Effective Date of any resulting Contract, 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 shall not be returned to the Vendor. Upon Contract award, 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 **Security**
The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its Information Technology resources, information, and Services.

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

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

4.14 **Oral Presentations/Interviews and Discussion**
The State reserves the right to require Vendors to make available for oral presentations/interviews the Consultants proposed. Any and all costs associated with oral presentations/interviews shall be borne entirely by the Vendor.

4.15 **Required Contract Terms and Conditions**
By submitting a Proposal, the Vendor agrees that the State of New Hampshire Terms and Conditions, contained in Appendix H: *State of New Hampshire Terms and Conditions P-37 and Contract Standard Language* and RFP Section 6: *General Contract Requirements*, herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State’s Terms and Conditions and any portion of the Vendor’s Proposal, the State’s Terms and Conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor’s Proposal.
4.16 Proposal Format

Proposals should follow the following format:

- A Proposal should be provided in a three-ring binder;
- A Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch;
- A Proposal should use Times New Roman font with a size of eleven (11);
- Each page of a Proposal must include a page number and the number of total pages and identification of the Vendor in the page footer; and
- 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, Appendix C: Scope, Requirements and Deliverables
- Section IV: Corporate Qualifications
- Section V: Qualifications of Consultant Staff
- Section VI: Cost Proposal
- Section VII: Narrative Topics
- Section VIII: Copy of the RFP and any signed Addenda in the Original Proposal only

4.18 Proposal Content

4.18.1 Cover Page

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

State of New Hampshire Department of Information Technology
RESPONSE TO:
NH DoIT RFP 2017-007
Cyber Incident Response Exercise Program

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 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
Company Name: ____________________________ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NHDoIT 2017-007 NH DoIT Incident Response Workshops and Exercises 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 H: State of New Hampshire Terms and Conditions P-37 and Contract Standard Language.

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 P-37 and Contract Standard Language in Appendix H and General 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 a copy of this RFP and any subsequent signed addendum (a).

Our official point of contact is ____________________________, Title ____________________________, Telephone ____________________________, Email ____________________________

Authorized Signature Printed ____________________________, Authorized Signature ____________________________
4.18.3 Table of Contents
The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.17: Proposal Organization, but should provide detail, e.g., numbering, level of detail.

4.18.4 Section I: Executive Summary
The Executive Summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: Minimum Standards for Proposal Consideration, to this Request for Proposals. 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: Scope, Requirements and Deliverables for this RFP. Requirements provide a framework for the Deliverables that the State is seeking in this RFP document.

Using the response Table C-3 Deliverables Vendor Response Checklist in Appendix C: Scope, Requirements and Deliverables, Section C-3: the Vendor must document the ability to meet the requirements and Deliverables of this RFP.

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

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

4.18.9 Section VI: Cost Proposal
The Cost Proposal must include the following:
- A Deliverable Payment prepared using the format provided in Table F-1 of Appendix F: Pricing Worksheets and any discussion necessary to ensure understanding of Data provided; and
• A Future Vendor Rates Pricing Worksheet prepared using the format provided in Table F-2 of Appendix F: Pricing Worksheets and any discussion necessary to ensure understanding of Data provided.

4.18.10 Section VII: Narrative Topics
The Proposal must include a narrative response to the questions posed in this section.

4.18.11 Section VIII: Copy of the RFP and any signed Addendum (a) - required in original Proposal only

Remainder of this page intentionally left blank
5. PROPOSAL EVALUATION PROCESS

5.1 Scoring Proposals

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

The State shall issue an Intent to Award notice to a Vendor based on these evaluations. Should the State be unable to reach an 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.

The State shall 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:

- 300 points - Organizations experience with type of requested Services
- 300 points - Candidate’s qualifications (including any Subcontractor)
- 100 points - Vendor Company Viability
- 300 points - Pricing/Rates

----------------------------------------
1000 points - Total Possible Score

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

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

5.3 Planned Evaluation

The State plans to use the following process:

- Initial Screening;
- Preliminary Scoring of the Proposals and Reference Checks;
- Oral interviews;
- Best and Final Offer (BAFO), if appropriate; and
- Final Evaluation.

5.3.1 Initial Screening

The State shall conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the following:
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 without exception; and
The proposed Solution meets the requirements as specified in Appendix B: Minimum Standards for Proposal Consideration of the RFP.

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

5.3.2 Preliminary Scoring of Proposals and Reference Checks
The State shall establish an evaluation team to initially score Proposals and conduct reference checks.

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

The purpose of oral interviews is to clarify and expound upon information provided in the written Proposals. For each invited Vendor, the oral interview shall be no longer than two (2) hours in length. A highly structured agenda shall be used for oral interviews to ensure standard coverage of each invited Vendor. Information gained from oral interviews shall be used to refine scores assigned from the initial review of the Proposals.

5.3.4 Best and Final Offer
The State may, at its sole option, either accept a Vendor's initial Proposal by award of a Contract, or enter into discussions with Vendors whose Proposals are deemed best qualified to be considered 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 shall conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering.
6. GENERAL CONTRACT REQUIREMENTS

6.1 State of New Hampshire Terms and Conditions and Contract Requirements

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

6.2 Vendor Responsibilities

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

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

6.3 Project Budget/Price Limitation

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

6.4 State Contracts

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

6.5 Vendor Staff

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

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

Notwithstanding any provision in this RFP, or any resulting Contract to the contrary, the State shall have the option to terminate the Contract, at its discretion, if the State is dissatisfied with any of the proposed Consultants.
The State reserves the right to require removal or reassignment of the Vendor’s Consultant Staff found unacceptable to the State.

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

6.5.1 Subcontractors
The Vendor may employ Subcontractors to deliver required Services subject to the terms and conditions of this RFP, including but not limited to, in Section 6: General Contract Requirements herein and Appendix H: State of New Hampshire Terms and Conditions P-37 and Contract Standard Language 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.

6.6 Warranty

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

6.6.2 Personnel
The Vendor shall warrant that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

6.6.4 Warranty Period
The Vendor shall warrant all Services and personnel, engaged under Contract as a result of the RFP, for the duration of the Contract period. The warranty for non-infringement shall survive the conclusion of the Contract and any extensions.
6.7 Administrative Specifications

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

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

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

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

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

6.7.5 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.

The Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under the Contract.

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

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

6.7.8  Computer Use

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

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

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

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

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

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

6.7.9  Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “Internal Email Systems” or “State-funded Email Systems”. Vendors understand and agree that use of email shall follow State standard policy (available upon request).
6.7.10 Internet/Intranet Use
The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

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

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

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

6.7.13 Confidential Information

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

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

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

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

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

6.7.13.6 This Section 6.8.15 Confidential Information shall survive termination or Contract Conclusion.

6.7.14 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.
6.7.15 Assignment, Delegation and Subcontracts

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

6.7.15.2 The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees (“Assigns”) are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall not relieve the Vendor of any of its obligations under the Contract; nor affect any remedies available to the State against the Vendor that may arise from any event of default; and the State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State’s prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

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

6.7.16 Venue and Jurisdiction

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

6.8 Pricing

6.8.1 Pricing

The Vendor must provide future pricing for each individual skill level proposed. A worksheet is provided in Appendix F: Pricing Worksheets, Table F-2: Future Vendor Rates Pricing Worksheet.
6.8.2 Invoicing
The Vendor shall submit invoices within one week of the State’s Acceptance of the Deliverable(s) as permitted by the Contract and the terms listed herein. All invoices shall be subject to the State’s prior written approval, which shall not be unreasonably withheld.

The Vendor shall only submit invoices for Services as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each service and identification of the service for which payment is sought.

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

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

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

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

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

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

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

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

6.8.6 Accounting Requirements

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

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6.9 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

<table>
<thead>
<tr>
<th></th>
<th>VENDOR</th>
<th>THE STATE</th>
<th>CUMULATIVE ALLOTTED TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary</td>
<td>TBD</td>
<td>TBD, Project Manager</td>
<td>5 Business Days</td>
</tr>
<tr>
<td>First</td>
<td>TBD</td>
<td>TBD</td>
<td>10 Business Days</td>
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<tr>
<td>Second</td>
<td>TBD</td>
<td>TBD</td>
<td>15 Business Days</td>
</tr>
<tr>
<td>Third</td>
<td>TBD</td>
<td>TBD</td>
<td>20 Business Days</td>
</tr>
</tbody>
</table>

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

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Appendix A: BACKGROUND INFORMATION

A-1 New Hampshire Department of Information Technology
The Department of Information Technology is responsible for advising the agencies on technology trends and solutions as well as meeting their technology needs.

The mission of the Department of Information Technology is: to support the strategic business objectives of State agencies; to create and sustain a secure and reliable information technology environment; and to ensure careful and responsible management of the State's information technology resources

A-2 State Project Team
State high-level staffing for the Project will include:

A-2.1 Project Sponsor
The Project Sponsor, Denis Goulet, Commissioner and Chief Information Officer, will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Manager, and assisting the Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

A-2.2 Project Manager
The Project Manager will be responsible for working with NH DoIT Staff, Department of Safety, Homeland Security and Emergency Management (DoS-HSEM) staff, and the Vendor to ensure appropriate execution of the Contract. The Project Manager will be the primary point of contact for the Vendor and business users and will interact with the Vendor to address questions or concerns encountered by users in the day-to-day operation of the System.

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

A-2.3 Project Leader
The Project Leader will act as a liaison between the Project Manager, the Vendor, DoIT and DoS-HSEM resources.

Major duties include:
- Supporting the Project as a technical resource;
• Coordinating interaction between the Vendor, DoIT and DoS-HSEM resources.
• Coordinates and assigns development tasks to appropriate resource.
• Functioning as a primary point of contact for the Vendor on technical matters that do not require the direct involvement of the Project Manager.

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Appendix B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

The State seeks proven, experienced Consultants to work with State personnel in accordance with the Schedule and the requirements and deliverables of Appendix C: Scope, Requirements and Deliverables and Appendix E: Standards for Vendor Qualifications.

The minimum standards for Proposal consideration include:

B-1 Proposal Submission
The Proposal submitted on time, as defined in this RFP in Section 2: Schedule of Events; the Vendor has followed all the instructions as defined in Section 4 of this RFP;

B-2 Compliance with Requirements
Compliance with all mandatory requirements and deliverables outlined in Appendix C: Scope, Requirements and Deliverables;

B-3 Transmittal Form Letter
Inclusion of the properly completed Transmittal Form Letter contained in Section 4.18.2: Transmittal Form Letter of this RFP; and

B-4 Experience and References and Vendor Qualifications
The Vendor must have experience performing this type of project and must have completed similar projects for at least two government clients within the last five (5) years; provide references supporting the Requirements and Deliverables as listed in Appendix C: Scope, Requirements and Deliverables; The Candidate must complete the Appendix E: Standards for Vendor State Qualifications.

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.
Appendix C: SCOPE, REQUIREMENTS AND DELIVERABLES

C-1 Scope of Work

The State desires to strengthen its cybersecurity incident response capabilities and is looking to secure professional services to design, develop, coordinate, facilitate, evaluate and document a progressive cyber-focused incident response exercise program. This program will be used to test core capability levels and identify gaps through a series of exercises including four discussion-based exercises (two workshops and two tabletops), and one operations-based functional exercise.

Exercises play a vital role in strengthening cyber response preparedness by allowing response team members and stakeholders to test and validate plans and capabilities. Exercises identify capability gaps, highlighting areas for improvement in response plans and procedures. The Vendor selected will design, develop, coordinate, facilitate, evaluate and document a progressive program of incident response activities identifying improvement recommendations including revisions and additions to the NH Catastrophic Cyber Disruption Plan (NH CDP).

All exercise program activities must comply with Homeland Security Exercise and Evaluation Program (HSEEP) requirements and utilize Incident Command System (ICS) principles as established in the National Incident Management System (NIMS). Although the State will provide venues, the vendor is responsible for all activity logistics including scheduling and setup, materials, audio/visual equipment, registration, sign in and feedback.

Exercise program participants will include:

**Exercise Planning Committee** – A committee (to be formed) to guide the exercise program and work with the vendor to finalize the Scope of Work, adjust exercise plans as needed, and determine/coordinate prerequisite foundational training for all participants.

**Cybersecurity Advisory Committee (CAC)** – A committee (approximately 40) comprised of employees who function as agency information security officers/designees, emergency management and law enforcement representatives.

**DoIT IT Leaders** – DoIT employees (approximately 25) who function as the primary liaison with agency business partners including the information security officers/designees, and who coordinate IT-related efforts and communications including those related to incident response.

**Key Managers** – DoIT and Agency employees (approximately 35) who provide key management roles in cybersecurity such as DoIT Directors and mid-level managers responsible for IT services, and agency managers responsible for information security of select critical program areas.
Public/Private – Sector representatives (approximately 30) responsible for service delivery in academia, financial, healthcare, local government and utility sectors within New Hampshire and which government, critical services and the public depend.

Phases

This effort has been separated into three phases to allow the State flexibility in selecting exercise activities within current funding.
C-2 Requirements
The State expects the selected Vendor to meet the requirements as specified in Section C-1, *Scope of Work*, but this should not be considered all inclusive. Vendors shall complete a checklist based on the following format.

Table C-2 General Requirements – Vendor Response Checklist
General requirements pertain to personnel, facilities, and exercise program activities.

Vendors shall complete a checklist based on the following format. Indicate whether the requirement is included in the proposal response without modification (Y), with modification (M), or not at all (N) and add additional information in the Vendor Comments column. If modifications are needed to meet requirements, those modifications must be included in the cost.

Table C-2 Requirements – Vendor Response Checklist

<table>
<thead>
<tr>
<th>REQ#</th>
<th>Requirement/Deliverable</th>
<th>M/O</th>
<th>Y/M/N</th>
<th>Vendor Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>FUNCTIONAL REQUIREMENTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Compliance with Homeland Security Exercise and Evaluation Program (HSEEP) Requirements</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Compliance with Incident Command System (ICS), as National Incident Management System (NIMS)</td>
<td>M</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C-3 Deliverables
The State expects the work associated with this RFP will result in improvement recommendations as well as revisions to the NH Catastrophic Disruption Plan. Appendix C provides details on Requirements and Deliverables for work to be completed under the Contract resulting from this RFP. The Vendors shall complete the response checklist Table C-3, *Activities and Deliverables Vendor Response Checklist*. 
Table C-3 Activities and Deliverables Vendor Response Checklist

For specifics on activities and deliverables noted below, refer to Homeland Security Exercise and Evaluation Program (HSEEP) manual, Department of Homeland Security, April 2013.

<table>
<thead>
<tr>
<th>Activity, Deliverable, or Milestone</th>
<th>Vendor Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Activities and Deliverables by Phase</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Phase I – Workshop &amp; Tabletop Exercise</strong></td>
<td></td>
</tr>
<tr>
<td>Meet with Exercise Planning Committee to finalize Scope of Work</td>
<td></td>
</tr>
<tr>
<td>Plan and conduct Initial Planning Conference (IPC) to address workshop and tabletop scope, capabilities, objectives and participants; define Phase I Exercise Plan</td>
<td></td>
</tr>
<tr>
<td>Design, coordinate and conduct a Training and Exercise Planning Workshop (TEPW) to:</td>
<td></td>
</tr>
<tr>
<td>Set foundation for exercise program</td>
<td></td>
</tr>
<tr>
<td>Review the NH CDP/CDT with CAC and DoIT IT Leaders</td>
<td></td>
</tr>
<tr>
<td>Review planning and operational components of the exercise plan</td>
<td></td>
</tr>
<tr>
<td>Update participants on the tabletop exercise process and format</td>
<td></td>
</tr>
<tr>
<td>Design TTX to test existing response procedures and the NH CDP/CDT</td>
<td></td>
</tr>
<tr>
<td>Schedule and coordinate all logistics for TTX (NH to provide participant list)</td>
<td></td>
</tr>
<tr>
<td>Develop TTX Situation Manual, Facilitators Guide, Player Handout and Feedback Form</td>
<td></td>
</tr>
<tr>
<td>Schedule, plan and conduct Final Planning Conference (FPC) with the Exercise Planning Committee to finalize exercise prior to session</td>
<td></td>
</tr>
<tr>
<td>Facilitate TTX providing Controllers, Evaluators and Scribes; participants will include the CAC and DoIT IT Leaders/Managers. NH to designate Observers</td>
<td></td>
</tr>
<tr>
<td>Conduct Player Hot Wash</td>
<td></td>
</tr>
<tr>
<td>Issue and review Participant Feedback Forms</td>
<td></td>
</tr>
<tr>
<td>Prepare TTX After-Action Report/Improvement Plan (AAR/IP)</td>
<td></td>
</tr>
<tr>
<td>Recommend additions and revisions to the NH CDP</td>
<td></td>
</tr>
<tr>
<td>Present After Action briefing to participants</td>
<td></td>
</tr>
<tr>
<td>Present TTX leadership briefing</td>
<td></td>
</tr>
<tr>
<td><strong>Phase II – Workshop &amp; Tabletop Exercise</strong></td>
<td></td>
</tr>
<tr>
<td>Meet with Exercise Planning Committee to finalize Scope of Work</td>
<td></td>
</tr>
<tr>
<td>Plan and conduct Initial Planning Conference (IPC) to address scope, capabilities, objectives and participants; define Phase II Exercise Plan</td>
<td></td>
</tr>
<tr>
<td>Activity, Deliverable, or Milestone</td>
<td>Vendor Comment</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Design, develop coordinate and conduct a Workshop to:</td>
<td></td>
</tr>
<tr>
<td>Review the NH CDP with additional participants including Key Managers and Public/Private representatives (NH to provide participant list)</td>
<td></td>
</tr>
<tr>
<td>Review planning and operational components of the exercise plan</td>
<td></td>
</tr>
<tr>
<td>Update participants on the functional exercise process and format</td>
<td></td>
</tr>
<tr>
<td>Design TTX to test existing response procedures and the NH CDP/CDT</td>
<td></td>
</tr>
<tr>
<td>Schedule and coordinate all logistics for TTX (NH to provide participant list)</td>
<td></td>
</tr>
<tr>
<td>Develop TTX Situation Manual, Facilitators Guide, Player Handout and Feedback Form</td>
<td></td>
</tr>
<tr>
<td>Schedule, plan and conduct Final Planning Conference (FPC) with the Exercise Planning Committee to finalize exercise prior to session</td>
<td></td>
</tr>
<tr>
<td>Facilitate TTX providing Controllers, Evaluators and Scribes; participants will include the CAC and DoIT IT Leaders. NH to designate Observers</td>
<td></td>
</tr>
<tr>
<td>Conduct Player Hot Wash</td>
<td></td>
</tr>
<tr>
<td>Issue and review Participant Feedback Forms</td>
<td></td>
</tr>
<tr>
<td>Prepare TTX After-Action Report/Improvement Plan (AAR/IP)</td>
<td></td>
</tr>
<tr>
<td>Recommend additions and revisions to the NH CDP</td>
<td></td>
</tr>
<tr>
<td>Present After Action briefing to participants</td>
<td></td>
</tr>
<tr>
<td>Present TTX leadership briefing</td>
<td></td>
</tr>
</tbody>
</table>

**Phase III – Functional Exercise**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Vendor Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meet with Exercise Planning Committee to finalize Scope of Work</td>
<td></td>
</tr>
<tr>
<td>Plan and conduct Initial Planning Conference (IPC) to address scope, capabilities, objectives and participants; define Phase III Exercise Plan</td>
<td></td>
</tr>
<tr>
<td>Design Functional exercise plan to test NH CDP and response procedures</td>
<td></td>
</tr>
<tr>
<td>Schedule and coordinate all logistics for Functional Exercise (NH to be held at the State Emergency Operations Center (EOC))</td>
<td></td>
</tr>
<tr>
<td>Develop exercise materials including Master Scenario Events List (MSEL), Injects &amp; Tracking</td>
<td></td>
</tr>
<tr>
<td>Schedule, plan and conduct Final Planning Conference (FPC) with the Exercise Planning Committee to finalize exercise</td>
<td></td>
</tr>
<tr>
<td>Develop and conduct Role and Responsibility Briefings</td>
<td></td>
</tr>
<tr>
<td>Facilitate Functional Exercise providing Controllers, Evaluators and Scribes; participants will include the CAC and DoIT IT Leaders-Managers. NH to designate Observers.</td>
<td></td>
</tr>
<tr>
<td>Conduct Player Hot Wash</td>
<td></td>
</tr>
<tr>
<td>Activity, Deliverable, or Milestone</td>
<td>Vendor Comment</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Issue and review Participant Feedback Forms</td>
<td></td>
</tr>
<tr>
<td>Prepare functional After-Action Report/Improvement Plan (AAR/IP)</td>
<td></td>
</tr>
<tr>
<td>Recommend additions and revisions to the NH CDP</td>
<td></td>
</tr>
<tr>
<td>Present after-action briefing to participants</td>
<td></td>
</tr>
<tr>
<td>Present leadership briefing</td>
<td></td>
</tr>
<tr>
<td><strong>Project Closeout</strong> Meeting with Exercise Steering Committee</td>
<td></td>
</tr>
</tbody>
</table>

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Appendix D: NARRATIVE TOPICS

To better understand the skills and experience offered by your company, complete the following narrative topics, with each response not to exceed 2 pages:

1. Describe your experience designing, developing and facilitating cyber-focused incident response exercise programs preferably within state government that meet HSEEP requirements;
2. Describe your experience designing, developing and facilitating cyber-focused incident response workshops and tabletop exercises preferably within state government that meet HSEEP requirements;
3. Describe your experience designing, developing and facilitating cyber-focused incident response functional exercises preferably within state government that meet HSEEP requirement and utilize the NIMS/ICS response framework;
4. Describe the depth and breadth of technical skills offered by your company staff. Address all Requirements and Deliverables listed in Appendix C: Scope, Requirements and Deliverables; and
5. Provide a preliminary Work Plan in PDF format for the completion of all Deliverables specified in this RFP.

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Appendix E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are an important factor in selecting the Vendor 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 Consultant staff roles. This Appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

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

E-1.1 Corporate Overview (2 Page Limit)
Identify the proposed role of the Vendor or Subcontractor firm as related to this RFP request. Describe the major business areas of the firm. Provide a high-level description of the firm’s organization and staff size. Discuss the firm’s experience with the requested skills and in New Hampshire;

E-1.2 Financial Strength
Provide the following:
• The current Dunn & Bradstreet Report;
• The firm’s two most recent audited financial statements; and
• The firm’s most recent un-audited, quarterly financial statement; last return;

E-1.3 Litigation
Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter; and

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:

• Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
• A high-level description of the Subcontractor’s organization and staff size;
• Discussion of the Subcontractor’s individual qualifications of Candidates for Consultant staff roles; and
• Two references from companies or organizations where they performed similar Services.

E-1.5 Prior Project Descriptions (limited to 2 pages each)
Provide descriptions of at a minimum three (3) similar Projects completed in the last five (5) years. Each Project description should include:
E-2 Candidates for Vendor Consultant Staff Roles

Provide a resume not to exceed three (3) pages for each Vendor Consultant staff position proposed. Each resume should address the requirements in Appendix C: Scope, Requirements and Deliverables including, but not limited to:

- 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.

E-3 Related Documents Required at Contract Award

- New Hampshire Certificate of Authority/Good Standing (Appendix G) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/Forms.html;
- Certificate of Authority/Vote (Appendix G); and

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Appendix F: PRICING WORKSHEETS

A Vendor’s Cost Proposal must be based on the worksheet formatted as described in Appendix F, Table F-1, Vendor Proposed Pricing Worksheet.

The State will choose the package that provides the most benefit utilizing available funding.

The resulting Contract shall be a Firm Fixed Price Contract.

F-1 Vendor Proposed Pricing Worksheet

The costs reflected in the table below are the total cost by phase priced if the contract includes only one phase, two phases of three configuration options or if the contract includes all three phases as specified in Appendix C: Scope, Requirements and Deliverables.

Table F-1: Vendor Proposed Pricing Worksheet

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>One Phase Pricing</th>
<th>Two Phase Pricing #1</th>
<th>Two Phase Pricing #2</th>
<th>Two Phase Pricing #3</th>
<th>All Phase Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I – Workshop &amp; Tabletop</td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Phase II – Workshop &amp; Tabletop</td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Phase III – Functional</td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>N/A</strong></td>
</tr>
</tbody>
</table>

The Deliverable Payment Schedule will be based on completion of each Phase.

F-2 Vendor Rates Pricing Worksheet – N/A
Appendix G: CERTIFICATES

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

(VENDORS NEED TO SUBMIT AT CONTRACT AWARD TIME)

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

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

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

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

G-2 Certificate of Authority/Vote

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

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

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the Agreement signatory to enter into Agreements and amendments with the State of New Hampshire as of the date they sign.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CYBER INCIDENT RESPONSE EXERCISE PROGRAM
DoIT RFP 2017-007

CERTIFICATE OF AUTHORITY/VOTE CHECKLIST

SOURCE OF AUTHORITY

Authority must come from the governing body, either:

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

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

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

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

APPROPRIATE PERSON SIGNED THE CERTIFICATE

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states that the person is the sole director (for corps) or sole member (for LLCs).

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Appendix H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS (P-37) AND CONTRACT STANDARD LANGUAGE (EXHIBITS C-J)

Attach P-37