<table>
<thead>
<tr>
<th>RFP ISSUED</th>
<th>January 9, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR CONFERENCE</td>
<td>January 23, 2019, 3:00pm EST</td>
</tr>
<tr>
<td>AT: 27 Hazen Drive, Concord, NH 03301</td>
<td></td>
</tr>
<tr>
<td>STATE POINT of CONTACT</td>
<td>Alan Volpe</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:Alan.volpe@doit.nh.gov">Alan.volpe@doit.nh.gov</a></td>
</tr>
<tr>
<td>CONTRACT TYPE</td>
<td>NOT TO EXCEED</td>
</tr>
<tr>
<td>PROPOSALS DUE</td>
<td>February 15, 2019, 2:30 PM EST</td>
</tr>
</tbody>
</table>
1. INTRODUCTION
The State of New Hampshire, acting through the Department of Information Technology (DoIT), is releasing this Request for Proposal (RFP) to procure a software system and associated services for DoIT to replace the existing Dreamweaver/Contribute content management system (CMS) with a CMS built on the Drupal open source platform.

1.1 PROJECT OVERVIEW
The Department of Information Technology is responsible for technology solutions in support of the executive branch. DoIT provides website hosting, development, and content management support for the majority of state agencies.

NH.Gov ([https://www.nh.gov](https://www.nh.gov)) is the official website of the State of New Hampshire and provides a single point of access to online government information and services. It consists of a portal for all three branches of government and includes more than 70 agency and program websites. NH.Gov and its associated websites receive more than 250,000 unique visitors and more than 1.5 million page views per month. The 70 agencies and program websites range in complexity from a few pages to over 3,700 pages and 12,000 documents. Examples of these websites include the State’s main web portal (www.nh.gov), the Governor’s Office (www.governor.nh.gov), the Department of Education (www.education.nh.gov), and the Department of Justice (www.doj.nh.gov).

The purpose of this project is to establish a contract with a managed service provider to replace the existing Dreamweaver/Contribute content management system (CMS) with a CMS built on the Drupal open source platform. The State seeks a vendor to provide a best in class Drupal managed services hosting vendor well versed in the delivery of enterprise scale Drupal websites across a high performance, reliable, and secure cloud environment. In addition to providing the managed services, the vendor shall also provide development, migration and implementation services; Drupal training and support for agency web content managers; and Drupal support services to provide technical support on complex Drupal issues.

Agency staff manages their own content using Adobe’s Contribute software. Some agencies have multiple content managers responsible for different sections of their websites while others have only one or two content managers responsible for their entire sites. In some cases, DoIT staff manages the content on behalf of the agency. Agency content managers are typically non-technical staff and perform these basic content management tasks in addition to their regular job responsibilities. Common content management tasks performed by the Agency Content Managers include but are not limited to: adding/deleting content, uploading/deleting document files, editing existing content. DoIT staff manages all template changes and site-wide edits.

1.2 CONTRACT AWARD
The State plans to execute a Not to Exceed (NTE) Contract as a result of this RFP. If an award is made, it shall be made based upon evaluation of the submitted Proposals in accordance with the review process outlined in Section 5: Proposal Evaluation Process below. The award will be based upon criteria, standards, and weighting identified in this RFP.
1.2.1 NON-EXCLUSIVE CONTRACT

Any resulting Contract from this RFP will be a Non-Exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other Vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other Vendor if such delay, act, or omission is caused by or due to the fault of the Contractor.

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

1.3 CONTRACT TERM

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

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

The Vendor’s initial term will begin on the Effective Date and extend through June 30, 2025. The term may be extended up to four (4) years (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2029.

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.

1.3.1 CONTRACT NEGOTIATIONS AND UNSUCCESSFUL BIDDER NOTICE

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

In order to protect the integrity of the public procurement process, no information shall be made available to the public, the members of the General Court or its staff,
notwithstanding the provisions of RSA 91-A:4, concerning specific responses to this RFP, from the time the RFP is made public until five (5) business days prior to submission of the resulting contract to the Department of Administrative Services for inclusion on a Governor & Executive Council meeting agenda. This means unsuccessful Vendors shall not be notified of the outcome until that time. See RSA 21-G:37.

1.3.2 VENDOR ETHICS

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will select, evaluate, or award the RFP. Any bidder that violates this section shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of RSA 21-G:38, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on this RFP and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency.

1.4 SUBCONTRACTORS

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

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

2. SCHEDULE OF EVENTS

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

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP released to Vendors (on or about)</td>
<td>1/9/2019</td>
<td>EOD</td>
</tr>
<tr>
<td>Vendor Inquiry Period begins (on or about)</td>
<td>1/9/2019</td>
<td>EOD</td>
</tr>
<tr>
<td>Notification to the State of the number of representatives attending the Optional Vendor Conference</td>
<td>1/18/19</td>
<td>EOD</td>
</tr>
<tr>
<td>Optional Vendor Conference; location identified in Section 4.3: Vendor Conference</td>
<td>1/23/19</td>
<td>3:00 p.m. EST</td>
</tr>
<tr>
<td>Vendor Inquiry Period ends (final inquiries due)</td>
<td>1/25/19</td>
<td>EOD</td>
</tr>
</tbody>
</table>
3. SOFTWARE, REQUIREMENTS AND DELIVERABLES

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

3.2 REQUIREMENTS

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

3.2.2 Appendix C: System Requirements and Deliverables, for scope of work, requirements and Deliverables.

3.2.3 Appendix D: Topics for Mandatory Narrative Responses for Software, technical, Services and Project Management topics.

3.2.4 Appendix E: Standards for Describing Vendor Qualifications including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates’ qualifications.

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

4.1 PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
c/o Alan Volpe
64 SOUTH STREET
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 2019-044
Drupal Content Management System, Hosting and Professional Services

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

Vendors are permitted to submit only one (1) Proposal in response to this RFP. The Complete Proposal shall consist of a Technical Proposal and a separate, sealed Cost Proposal.

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

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

a. One (1) original and five (5) clearly identified copies of the Technical Proposal and the Cost Proposal including all required attachments,

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

c. One (1) electronic copy 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.
The cost Proposal must be labeled clearly and sealed separately from the Technical Proposal.

4.2 PROPOSAL INQUIRIES

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

Alan Volpe  
Department of Information Technology  
64 South Street  
Concord, NH 03301  
Email: Alan.Volpe@doit.nh.gov

During the Vendor Inquiry Period (see Section 2: Schedule of Events) Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.

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

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

4.2.1 RESTRICTION OF CONTACT WITH STATE EMPLOYEES

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

4.3 VENDOR CONFERENCE

A non-mandatory Vendor Conference will be held at the following location on the date and at the time identified in Section 2: Schedule of Events:

DEPARTMENT OF INFORMATION TECHNOLOGY  
27 HAZEN DRIVE
ROOM 148
CONCORD, NH 03301

All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference. Attendance by teleconference is permitted. Conference numbers will be emailed to registrants upon request. Vendors are requested to RSVP via email by the date identified in Section 2: Schedule of Events, indicating the number of individuals who will attend the Vendor Conference. Vendors are allowed to send a maximum number of two (2) representatives.

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

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

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

4.5 RFP ADDENDUM
The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. Any addendum issued in response to the RFP will be posted to the Department of Administrative Services website. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

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

4.7 VALIDITY OF PROPOSAL
Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 2: Schedule of Events, or until the Effective Date of any resulting Contract.
4.8 PROPERTY OF THE STATE
All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

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

4.10 PUBLIC DISCLOSURE
Subject to applicable law or regulations, the content of each Vendor’s Proposal shall become public information upon the Effective Date of any resulting Contract.

Any information submitted as part of a response to this Request for Proposal (RFP) may be subject to public disclosure under RSA chapter 91-A: Access to Governmental Records and Meetings. In addition, in accordance with RSA chapter 21-G:37: Financial Information Regarding Requests for Bids and Proposals., any Contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (https://www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA chapter 91-A:5, IV: Exemptions. If you believe any information being submitted in response to a Request for Proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the Contract by Governor and Council.

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

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

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

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

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

4.14 ORAL PRESENTATIONS/INTERVIEWS AND DISCUSSION
The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the Managed Services. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

4.15 REQUIRED CONTRACT TERMS AND CONDITIONS
By submitting a Proposal, the Vendor agrees that the State of New Hampshire terms and conditions, contained in Appendix H: State of New Hampshire Terms and Conditions herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State’s terms and conditions and any portion of 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:

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

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 key Vendor staff
- **Section VII:** Cost Proposal
- **Section VIII:** Copy of the RFP and any signed Addendum (a) - *required in original Proposal only*
- **Section IX:** Appendix

4.18 **PROPOSAL CONTENT**

4.18.1 **COVER PAGE**

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

```
STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
RESPONSE TO DOIT RFP 2019-044
Drupal Content Management System, Web Hosting and Professional Services
```

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

4.18.2 **TRANSMITTAL FORM LETTER**

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

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

Company Name______________________________________________________________

Address______________________________________________________________

To: NH Department of Information Technology

State Point of Contact: Alan Volpe
Email: alan.volpe@doit.nh.gov

RE: Proposal Invitation Name: Drupal Content Management System, Web Hosting, and Professional Services
Proposal Number: RFP 2019-044
Proposal Due Date and Time: February 15, 2019 2:30 p.m. EST

Dear Sir:

Company Name: ____________________________ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH Department of Information Technology 2019-044 Drupal Content Management Systems, Web Hosting, and Professional Services at the price(s) quoted in Vendor Response Section VII: Cost Proposal, and Appendix F: Pricing Worksheets, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: State of New Hampshire Terms and Conditions.

Company Signor: ____________________________ is authorized to legally obligate Company Name: ____________________________

We attest to the fact that:

- The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to Appendix H: State of New Hampshire Terms and Conditions, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.
- The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.
- The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and
- The Vendor has read and included a copy of RFP 2019-044 and any subsequent signed Addendum (a).

Our official point of contact is ____________________________
Title ____________________________
Telephone ____________________________Email ____________________________
Authorized Signature Printed ____________________________
Authorized Signature ____________________________
4.18.3 **TABLE OF CONTENTS**

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

4.18.4 **SECTION I: EXECUTIVE SUMMARY**

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

4.18.5 **SECTION II: GLOSSARY OF TERMS AND ABBREVIATIONS**

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

4.18.6 **SECTION III: RESPONSES TO SYSTEM REQUIREMENTS AND DELIVERABLES**

System requirements are provided in Appendix C: *System Requirements and Deliverables*.

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

4.18.7 **SECTION IV: NARRATIVE RESPONSES**

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

4.18.8 **SECTION V: CORPORATE QUALIFICATIONS**

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

4.18.9 **SECTION VI: QUALIFICATIONS OF KEY VENDOR STAFF**

This Proposal section must be used to provide required information on key Vendor staff. Specific information to be provided is described in Appendix E: *Standards for Describing Vendor Qualifications* - Sections: E-2: Team Organization and Designation of Key Vendor Staff; E-3: Candidates for Project Manager; and E-4: Candidates for Key Vendor Staff Roles.

4.18.10 **SECTION VII: COST PROPOSAL**

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

**NOTE:** Section VII Cost Proposal, must become public information and as such shall not be made confidential or proprietary. Proposals submitted with all or part of the Section VII
labeled confidential or proprietary shall not be considered response and shall not be accepted.

4.18.11 SECTION VIII: COPY OF THE RFP AND ANY SIGNED ADDENDUM (A)

NOTE: Required in original Proposal only.

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

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

5.1 SCORING PROPOSALS

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

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

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

Technical Proposal
- 30 points – Proposed Technical Solution;
- 20 points – Vendor’s Technical, Service and Project Management Experience;
- 10 points – Vendor Company;
- 10 points – Staffing Qualifications;

Cost Proposal
- 30 points – Solution Cost (Rates and Pricing); and

Total
- 100 points – Total Possible Score.

5.2 RIGHTS OF THE STATE IN EVALUATING PROPOSALS

The State reserves the right to:
- Consider any source of information including but not limited to: State employees, Internet research and rating agencies, 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 EVALUATIONS

The State plans to use the following process:
- Initial screening;
- Preliminary Technical scoring of the Proposals;
- Oral interviews and product demonstrations; 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 conditions defined in Appendix B: Minimum Standards for Proposal Consideration. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.3.2 PRELIMINARY TECHNICAL SCORING OF PROPOSALS

5.3.3 The State will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the technical proposals. Should a Vendor fail to achieve 50 points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor’s Cost Proposal will be returned unopened. Cost Proposals will remain sealed during the preliminary technical review. ORAL INTERVIEWS AND PRODUCT DEMONSTRATIONS

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

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

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

5.3.4 BEST AND FINAL OFFER
The State will not be requesting a Best and Final Offer.

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

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

5.4.1 SCORING OF THE PROPOSED TECHNICAL SOLUTION
The Vendor’s Proposed Software Solution will be allocated a maximum score of 30 points. The main purpose of this section is to measure how well the Solution meets the business
needs of the Agency. The contribution of scoring team members representing all stakeholders will be critical in this section.

Criteria for these scores will be found in but are not limited to:
- Proposal Section III: Responses to Requirements and Deliverables
- Attachment C-2: Requirements
- Proposal Section IV: Narrative Responses, Sections D-1, D-2.1, D-2.2, and D-2.5
- Vendor Presentation and Demonstration

5.4.2 SCORING OF VENDOR TECHNICAL, SERVICE, AND PROJECT MANAGEMENT PROPOSAL

Vendor proposed Services will be allocated a maximum score of 20 points.
Factors include but are not limited to:
- Protection of Data;
- Compatibility with State IT Expertise and Training Approach;
- Project Execution;
- Project Management Competence; and
- Ongoing Operations.

Criteria for these scores will be found in but are not limited to:
- Proposal Section III: Responses to Requirements and Deliverables
- Proposal Section IV: Narrative Responses, Sections D-2.3 and D-2.4
- Attachment C-2: Requirements
- Proposed Work Plan
- References

5.4.3 SCORING OF VENDOR COMPANY

Vendor Company qualifications will be allocated a maximum score of 10 points. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

Factors include but are not limited to:
- How long in business;
- How many years’ experience with this product;
- Bench Strength and support structures;
- References;
- Litigation; and
- Financial Strength

Criteria for these scores will be found in but are not limited to:
- Proposal Section V: Corporate Qualifications
- Vendor Presentations
- References
- Financial Information
5.4.4 **SCORING OF VENDOR STAFFING QUALIFICATIONS**

Vendor Staff must have the training and experience to support the Vendor’s plans to implement and support the System. Vendor Company qualifications will be allocated a maximum score of 10 points.

Factors include but are not limited to:
- Staff Training;
- Staff Certifications;
- Staff Experience; and
- Size and composition of Vendor Team

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

5.4.5 **Scoring the Software Solution Cost**

Vendor proposed Software Solution cost will be allocated a maximum score of 30 points. The State will consider both Implementation and subsequent six (6) year license and maintenance costs, provided in Tables F-1: *Activities/Deliverables/Milestones Pricing Worksheet*, F-4: *Software Licensing, Maintenance, and Support Pricing Worksheet* and, if appropriate, F-5: *Web Site Hosting, Maintenance, and Support Pricing Worksheet*. The cost information required in a Proposal is intended to provide a sound basis for comparing costs.

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APPENDIX A: BACKGROUND INFORMATION

A-1 Department of Information Technology

The Department of Information Technology is responsible for technology solutions in support of the executive branch. DoIT provides website hosting, development, and content management support for the majority of state agencies.

The purpose of this project is to establish a contract with a managed service provider to replace the existing Dreamweaver/Contribute content management system (CMS) with a CMS built on the Drupal open source platform. The State seeks a vendor to provide a best in class Drupal managed services hosting vendor well versed in the delivery of enterprise scale Drupal websites across a high performance, reliable, and secure cloud environment. In addition to providing the managed services, the vendor shall also provide development, migration and implementation services; Drupal training and support for agency web content manages; and Drupal support services to provide technical support on complex Drupal issues.

Agency staff manages their own content using Adobe’s Contribute software. Some agencies have multiple content managers responsible for different sections of their websites while others have only one or two content managers responsible for their entire site. In some cases, DoIT staff manages the content on behalf of the agency. Agency content managers are typically non-technical staff and perform these basic content management tasks in addition to their regular job responsibilities. Common content management tasks performed by the Agency Content Managers include but are not limited to: adding/deleting content, uploading/deleting document files, editing existing content. DoIT staff manages all template changes and site-wide edits.

A-3 RELATED DOCUMENTS REQUIRED

Vendors are NOT required to submit these certificates with their Proposal. Vendors will be required to be a registered company in New Hampshire. The certificates will be requested from the selected Vendor prior to Contract approval.

a. Certificate of Good Standing/Authority (Appendix G-3–Item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: http://sos.nh.gov/formslaws.aspx
b. Certificate of Vote (Appendix G-3-Item B)

A-4 STATE PROJECT TEAM

State high-level staffing for the Project will include:

- Project Sponsor;
- State Project Manager;
- Technical Support Team;
- Business Process Owners; and
- User Acceptance Testing Team.
A-4.1 PROJECT SPONSOR
The Project Sponsor, Denis Goulet, the Commissioner of the Department of Information Technology, will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Manager, and assisting the State Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

A-4.2 STATE PROJECT MANAGER
The State Project Manager, Alan Volpe, Information Technology Manager for the Department of Information Technology, will be responsible for working with the designated staff, State IT Manager, and the Vendor to ensure appropriate execution of the contract. The State Project Manager will be primary point of contract for the Vendor and business user and will interact with the Vendor to address question or concerns encountered by users as they arise.

Primary Responsibilities 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-4.3 STATE TECHNICAL SUPPORT TEAM
The State’s Technical Support Team supports the current NH.Gov web content management and web hosting environment. During this project this team will serve as subject matter experts and will be heavily involved in early planning and design activities for the Drupal Content Management System, Web Hosting, and Professional Services engagement.

Primary responsibilities include:
- Supporting the project as a technical resource and subject matter expert;
- Assisting with website conversion planning and design;
- Assisting with data clean-up prior to conversion; and
- Assisting in the development of system security, operational support models, and system architecture planning activities.

A-4.5 Business Process Owners
The State’s Business Process Owners are designated as their agency’s point of content for website hosting and will serve as subject matter experts and will be heavily involved throughout all aspects of the implementation.

Primary responsibilities include:
• Participate in gap analysis work sessions;
• Serve as subject matter experts in regard to the current system and existing business processes;
• Help define “to be” business processes;
• Active involvement in testing activities; and
• Serve as liaisons between business operational departments and the Vendor’s project team.

A-4.6 User Acceptance Testing (UAT) Team
The State’s User Acceptance Team will be comprised of the Business Process Owners (described above) and additional information technology owners from within each of DoIT’s operational departments. The UAT Team will be responsible for carrying out UAT test scripts and completing UAT testing activities.

Primary responsibilities include:
• Assisting in the development of appropriate UAT testing scripts;
• Completing assigned UAT testing scripts;
• Retesting fixes to “defects” made by the Vendor;
• Assisting with data clean-up prior to conversion; and
• Serving as a liaison between the business operational departments sharing the results and progress of UAT testing activities.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

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

B-1 SUBMISSION REQUIREMENTS

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

B-2 COMPLIANCE WITH SYSTEM REQUIREMENTS

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

B-4 VENDOR IMPLEMENTATION SERVICE EXPERIENCE

The Implementation Vendor must have completed the Vendor proposed Software Implementation for at least two (2) government clients comparable in size and complexity to the State of New Hampshire within the last five (5) years. The specific Vendor proposed Software version and functionality must be described.

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APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK

The purpose of this project is to establish a contract with a managed service provider to replace the existing Dreamweaver/Contribute content management system (CMS) with a CMS built on the Drupal open source platform. The State seeks a vendor to provide a best in class Drupal managed services hosting vendor well versed in the delivery of enterprise scale Drupal websites across a high performance, reliable, and secure cloud environment. In addition to providing the managed services, the vendor shall also provide development, migration and implementation services, Drupal training and support for agency web content managers and Drupal support services to provide technical support on complex Drupal issues.

Agency staff manages their own content using Adobe’s Contribute software. Some agencies have multiple content managers responsible for different sections of their websites while others have only one or two content managers responsible for their entire sites. In some cases, DoIT staff manages the content on behalf of the agency. Agency content managers are typically non-technical staff and perform these basic content management tasks in addition to their regular job responsibilities. Common content management tasks performed by the Agency Content Managers include but are not limited to: adding/deleting content, uploading/deleting document files, editing existing content. DoIT staff manages all template changes and site-wide edits.

The State expects the rights for Drupal to be free and clear for its use. The selected vendor shall install Drupal and all required CMS components for a multi-site, enterprise level CMS. The implementation of the CMS shall be in a cloud hosted environment managed by the selected vendor.

Goals and Objectives for Drupal Content Management System, Web Hosting, and Professional Services:

- **Deliver an open-source web content management solution to allow designated agency staff the ability to manage content;**
- **Deliver an open-source web content management solution that will adhere to the State’s web standards and best practices including ADA Compliancy and producing valid HTML 5 code;**
- **Deliver an open-source web content management solution that can manage both sub-directory domains (www.nh.gov/xxxx) and virtual domains (www.xxxx.nh.gov) in the same environment;**
- **Procure professional services to operate, support, upgrade and maintain a secure environment;**
- **Implement an enterprise level Drupal content management solution;**
- **Provide professional services to develop templates that reflect the design aesthetic provided by the State;**
- **Migrate websites to a cloud–based web hosting environment that utilizes the new State of New Hampshire design templates; and**
- **Provide training and support for agency content management providers.**

C-2 REQUIREMENTS

Vendors shall complete the requirements checklist (Table C-2 General Requirements Vendor Response Checklist). Table C-2 is included as an attachment to RFP 2019-044.
C-3 DELIVERABLES

Vendors shall complete the response checklist Table C-3 Deliverables Vendor Response Checklist.

Table C-3 Deliverables Vendor Response Checklist

<table>
<thead>
<tr>
<th>Activity, Deliverable, or Milestone</th>
<th>Deliverable Type</th>
<th>Projected Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PLANNING AND PROJECT MANAGEMENT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Conduct Project Kickoff Meeting</td>
<td>Non-Software</td>
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<tr>
<td>2 Project Status Reports</td>
<td>Written</td>
<td></td>
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<tr>
<td>3 Work Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>4 Infrastructure Plan, including Desktop and Network Configuration</td>
<td>Written</td>
<td></td>
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<tr>
<td>5 Security Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>6 Communications and Change Management Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>7 Requirements Traceability Matrix</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>8 Software Configuration Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>9 Systems Interface Plan and Design/Capability</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>10 Testing Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>11 Data Conversion Plan and Design</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>12 Deployment Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>13 Comprehensive Training Plan and Curriculum</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>14 End User Support Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>15 Business Continuity Plan</td>
<td>Written</td>
<td></td>
</tr>
<tr>
<td>16 Documentation of Operational Procedures</td>
<td>Written</td>
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<tr>
<td><strong>INSTALLATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 Provide Software Licenses if needed</td>
<td>Written</td>
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<tr>
<td>18 Provide Fully Tested Data Conversion Software</td>
<td>Software</td>
<td></td>
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<tr>
<td>19 Provide Software Installed, Configured,</td>
<td>Software</td>
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<td></td>
<td>and Operational to Satisfy State Requirements</td>
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<tr>
<td><strong>TESTING</strong></td>
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</tr>
<tr>
<td>20</td>
<td>Conduct Integration Testing</td>
<td>Non-Software</td>
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<tr>
<td>21</td>
<td>Conduct User Acceptance Testing</td>
<td>Non-Software</td>
</tr>
<tr>
<td>22</td>
<td>Perform Production Tests</td>
<td>Non-Software</td>
</tr>
<tr>
<td>23</td>
<td>Test In-Bound and Out-Bound Interfaces</td>
<td>Software</td>
</tr>
<tr>
<td>24</td>
<td>Conduct System Performance (Load/Stress) Testing</td>
<td>Non-Software</td>
</tr>
<tr>
<td>25</td>
<td>Certification of 3rd Party Pen Testing and Application Vulnerability Scanning</td>
<td>Non-Software</td>
</tr>
<tr>
<td><strong>SYSTEM DEPLOYMENT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Converted Data Loaded into Production Environment</td>
<td>Software</td>
</tr>
<tr>
<td>27</td>
<td>Provide Tools for Backup and Recovery of all Applications and Data</td>
<td>Software</td>
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<tr>
<td>28</td>
<td>Conduct Training</td>
<td>Non-Software</td>
</tr>
<tr>
<td>29</td>
<td>Cutover to New Software</td>
<td>Non-Software</td>
</tr>
<tr>
<td>30</td>
<td>Provide Documentation</td>
<td>Written</td>
</tr>
<tr>
<td>31</td>
<td>Execute Security Plan</td>
<td>Non-Software</td>
</tr>
<tr>
<td><strong>OPERATIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Ongoing Hosting Support</td>
<td>Non-Software</td>
</tr>
<tr>
<td>33</td>
<td>Ongoing Support &amp; Maintenance</td>
<td>Software</td>
</tr>
<tr>
<td>34</td>
<td>Conduct Project Exit Meeting</td>
<td>Non-Software</td>
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<tr>
<td><strong>TRAINING</strong></td>
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<tr>
<td>35</td>
<td>End-User Training</td>
<td>Non-Software</td>
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<tr>
<td>36</td>
<td>Admin Training</td>
<td>Non-Software</td>
</tr>
<tr>
<td>37</td>
<td>Systems Operations Training</td>
<td>Non-Software</td>
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</tbody>
</table>

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for Drupal Content Management System, Web Hosting and Professional Services. Vendors must limit narrative responses describing the topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

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

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D-1 Proposed Technical Solution</strong></td>
<td></td>
</tr>
<tr>
<td>Topic 1 – Description of Solution</td>
<td>10</td>
</tr>
<tr>
<td>Topic 2 – Hosting Environment</td>
<td>7</td>
</tr>
<tr>
<td>Topic 3 – Software Releases</td>
<td>5</td>
</tr>
<tr>
<td>Topic 4 – Website Migration Strategy</td>
<td>5</td>
</tr>
<tr>
<td><strong>D-2 Technical, Services and Project Management Experience</strong></td>
<td></td>
</tr>
<tr>
<td><strong>D-2.1 Security and Protection of Data</strong></td>
<td></td>
</tr>
<tr>
<td>Topic 5 – System Security</td>
<td>10</td>
</tr>
<tr>
<td>Topic 6 – Backup and Recovery</td>
<td>2</td>
</tr>
<tr>
<td>Topic 7 – Assurance of Business Continuity</td>
<td>3</td>
</tr>
<tr>
<td>Topic 8 – Security Testing</td>
<td>5</td>
</tr>
<tr>
<td><strong>D-2.2 State Personnel and Training</strong></td>
<td></td>
</tr>
<tr>
<td>Topic 9 - User Training Approach</td>
<td>3</td>
</tr>
<tr>
<td>Topic 10 – Preparation of State Staff</td>
<td>3</td>
</tr>
<tr>
<td><strong>D-2.3 Project Execution</strong></td>
<td></td>
</tr>
<tr>
<td>Topic 11 – Implementation Approach</td>
<td>10</td>
</tr>
<tr>
<td>Topic 12 – Testing</td>
<td>6</td>
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<td>Topic 13 – Environment Setup</td>
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<td><strong>D-2.4 Project Management Competence</strong></td>
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<tr>
<td>Topic 14 - System Acceptance Criteria</td>
<td>6</td>
</tr>
<tr>
<td>Topic 15 - Status Meetings and Reports</td>
<td>3</td>
</tr>
<tr>
<td>Topic 16 - Risk and Issue Management</td>
<td>3</td>
</tr>
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<td>Topic 17 - Scope Control</td>
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<tr>
<td>Topic 18 - Quality Assurance Approach</td>
<td>6</td>
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<tr>
<td>Topic 19 - Work Plan</td>
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<tr>
<td><strong>D-2.5 Ongoing Operations</strong></td>
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<tr>
<td>Topic 20 - Hosted System</td>
<td>5</td>
</tr>
<tr>
<td>Topic 21 – Support and Maintenance</td>
<td>2</td>
</tr>
</tbody>
</table>
D-1  PROPOSED TECHNICAL SOLUTION

TOPIC 1 – DESCRIPTION OF SOLUTION
Response Page Limit: 10

The State will evaluate whether the proposed Solution includes the required features.

The scope of work for this RFP is to select a Vendor that will provide a comprehensive set of services to obtain a Drupal based CMS, implement and migrate content to the Drupal based CMS and supporting the post migrated CMS while offering web development services. Provide a detailed description of your proposed solution, including features and functionality.

- Have you provided similar services for another State or other government entity of similar size? If so, provide a description of the system and environment.
- What was the approach used to migrate multiple websites to a new hosting environment using the latest version of Drupal CMS?
- What is the largest number of websites you have migrated to a shared hosting environment?
- Describe your methodology for support of the Drupal CMS environment?
- How do you train state staff to administer and manage Drupal securely?
- What is your process to ensure application security of the Drupal build as well as any templates and add-on/plug-ins used in the proposed solution?
- Does any part of the proposed solution require software other than a browser to be installed on the client workstation?
- Is add-on or third-party Software is required to support the functionality desired by the State?
- Describe your process to configure/implement an authoring experience that is optimized and easy to use by agency content managers.
- Explain your methodology to ensure agency websites remain compliant with web accessibility standards compliance (WCAG 2.0 Level AA).
- Describe your ability to comply with web design standards and ensure that Drupal-specific enhancements, modules, and features maintain compliance both for site visitors and authors.
- Explain your support levels and methodology used to handle support requests. If multiple levels of support are available, please describe each level and indicate clearly which support package is included in the cost proposal.
- Describe your involvement with the Drupal community. Include any contributions to the open source community, presentations given at Drupal events and articles written to share knowledge to the community.

Provide an appendix with sales literature describing the functionality of the proposed solution.

Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.
TOPIC 2 – HOSTING ENVIRONMENT

The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.

Provide a description of the technical architecture of the proposed Solution.
- Have you hosted Drupal in a FedRamp certified environment in the past?
- Please provide information on how you meet infrastructure and physical security needs.
- Describe your knowledge and experience with scaling and tuning Drupal for high traffic scenarios and for high aggressive performance budget goals over a wide range of end user constraints (devices, network speeds, etc.)
- Describe how you manage access during maintenance windows for both external (citizens) and internal users (content managers).
- Provide details about the infrastructure including your proposed data flow? Include any proxy, caching, load balancing, etc components included in design
- What is the growth potential of the proposed System?
- What is your process to easily and quickly move configurations and roll-back to previous environments?

TOPIC 3 – SOFTWARE RELEASES

The State will evaluate the degree to which the Software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.

Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:
- Please explain your methodology to keep Drupal at the most current version.
- How do you address zero day vulnerabilities that require immediate patching?
- Explain your change management process.
- Explain your source control process for configurations and customization done on behalf of the state.

TOPIC 4 – WEBSITE MIGRATION STRATEGY

The State will evaluate the proposed strategy for migrating existing websites to the new Drupal content management solution and hosting environment

The State anticipates a phased approach to migrate agency websites to the new hosting environment. The phases include sites that will be converted to use the Drupal CMS as part of the migration while others just require hosting services with conversion to Drupal CMS to follow. Please address the methodology recommended to accomplish this work effort.
• Describe your experience with large complicated migrations of content into Drupal.
• Explain your experience using the agile software development methodology in previous projects. Indicate which frameworks you have used in the past (Scrum, Kanban, etc.), date of projects, general scope, and team size. List any relevant Agile trainings or certifications completed by your organization or personnel who you will propose to work on this migration.
• Explain your experience working with third party content providers who may deliver completed websites to be hosted in this environment. What is the methodology used to promote sites into the production environment? Is there a development or staging site for user acceptance testing?
• How do you validate third party plugins or custom code provided by third party vendors who develop websites for state agency which are to be hosted in this environment?

D-2 TECHNICAL, SERVICES AND PROJECT MANAGEMENT EXPERIENCE

D-2.1 SECURITY AND PROTECTION OF DATA

TOPIC 5 – SYSTEM SECURITY

Response Page limit: 10

The State will evaluate the degree to which System issues can be avoided.

Software Systems must be reliable, regardless of how they are delivered. The State’s workers and citizens expect government Services and information to be reliable and available on an ongoing basis to ensure business continuity.

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

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

Describe the System security design and architectural features incorporated into the proposed Software. At a minimum, discuss the following:

• The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
• The authorization methods used to ensure that users and client applications can only access Data and services for which they have been properly authorized.
• The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
• The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
• The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.
• The Intrusion Detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
• The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
• The System maintenance methods used to ensure that System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
• The testing methods conducted to load and stress test your Software to determine its ability to withstand Denial of Service (DoS) attacks.
• Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
• The ability of your Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, operating System services, etc.) thereby reducing the Software’s security vulnerabilities and attack surfaces available to System hackers and attackers.
• The notification and escalation process in the event of an intrusion.

Describe the process followed to test the security of configuration changes or the use of third party plug-ins:
• What process or methodology is employed to ensure configuration changes do not compromise the security of the infrastructure or data hosted in the environment?
• What process or methodology is employed to validate third party plug-ins developed by state authorized vendors and/or the Drupal community prior to moving them into production?

TOPIC 6 – BACKUP AND RECOVERY

Response Page Limit: 2

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.

The State requires high availability for hosting services. Describe the tools used to address high availability, system and data backup and recovery of applications and Data. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:
• Use of and method for logging and journaling;
• Single points of failure and recommended approaches for their elimination;
• Approach to redundancy;
• Please enumerate your high-level methodology for creation of a Disaster Recovery Plan;
TOPIC 7 – ASSURANCE OF BUSINESS CONTINUITY
Response Page Limit: 3
The State will evaluate the degree to which the proposed plan to assure business continuity mitigates risk to the State, and its potential for Implementation (cost effective and easy to implement).

- The State intends to consider provision for assurance of business continuity as an optional component of the Solution. Please provide a plan for business continuity if a disaster occurs at the data center that is hosting the proposed Solution. This is an optional requirement and will be included or excluded depending on any additional cost associated with the plan.
- Please enumerate your high-level methodology for creation of a Business Continuity Plan.

TOPIC 8 – SECURITY TESTING
Response Page Limit: 5
The State will evaluate the Vendor’s approach to security testing.

- Describe the testing tools and methodologies used for testing the security of the Software application and hosting environment.
- How can you ensure the security and confidentiality of the State Data collected on the system?
- What security validation Documentation will be shared with the State?
- Do you have a standard methodology to perform vulnerability tests? If yes, what is the frequency of the testing and the process followed to remediate identified vulnerabilities?
- Do you use internal or external resources to conduct security testing?

D-2.2 STATE PERSONNEL AND TRAINING

TOPIC 9 – USER TRAINING APPROACH
Response Page Limit: 3
The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.
The State seeks a detailed discussion of training alternatives in addition to a recommended training approach.

- State technical staff requires training in Drupal to modify and manage templates, setup new websites, manage users, etc. Please provide details about your training programs both online and in person. If multiple training packages are available, please indicate clearly what training program is included in the cost proposal.

- Agency content managers require training in Drupal. Please provide details about your training programs both online and in person. If multiple training packages are available, please indicate clearly what training program is included in the cost proposal.

- Describe the process for training system users including technical resources to build and implement new Drupal templates, content managers to populate templates with agency data, and agency approvers who authorize posting of content.
  - Questions to address include, but are not limited to, the following:
    - What type of training (instructor led vs. computer based) will be used for each purpose and why?
    - What methods will be employed to evaluate training activities?
    - How will training be coordinated with other user support activities?
    - Will manuals be adequate to enable trained users to research answers to their own questions?
    - If the perception is that they are not adequate, can those manuals be quickly revised?
    - How will the State be prepared to conduct ongoing training after Implementation is completed?
    - Are training manuals on-line and maintained as part of a maintenance agreement?

**TOPIC 10 - PREPARATION OF STATE STAFF**

*Response Page Limit: 3*

The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately.

- Describe how State staff assigned to the Project Team will be prepared to contribute.
- Provide an overview of Project Team interactions and dependencies between functions.

**D-2.3 PROJECT EXECUTION**

**TOPIC 11 – IMPLEMENTATION APPROACH**

*Response Page Limit: 10*

The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.

Provide one or more feasible Implementation plans. For each plan provided:

- Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
- Discuss cost implications of the plan, including implications on maintenance fees; and
- Address the level of risk associated with the plan.
- What are the highlights (key selling points) of your proposed approach?
- What makes your proposed implementation approach unique in consideration of your competitors?
- To assist the State in evaluation of the Implementation Plan or plans discussed, identify the Implementation Plan used as a basis for the cost Proposal.

TOPIC 12 – TESTING

Response Page Limit: 6 – Appendix Required

The State will evaluate the quality of support the Vendor will supply to assist State testing staff and the effectiveness of the proposed Defect tracking and resolution process. The ability of the State Project leadership to participate in analysis, classification, and establishment of priorities for suspected Defects will also be evaluated.

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

- Describe your testing methodology and include a proposed test plan.
- Will configured Software be delivered in functional components for State Acceptance Testing?
- How much time should the State allow to complete User Acceptance Testing of a component?
- What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in Acceptance Testing?
- What support will be provided to prepare State staff during Acceptance Testing? How will on-site support for the State testing team be provided?
- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?
- Based on experience in similar Projects, how many and what types of Defects are likely to be encountered in Acceptance Testing? (Include metrics from other Projects to support this response.)
- How much time is available for comprehensive testing and correction of Defects prior to Implementation? Based on metrics from similar Projects, is it sufficient? (Provide information from other Projects to support this response.)
- If frequency exceeds the expected level, what corrective actions will be instituted?
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Software Defects be corrected?
- What specific Software tools will be used to isolate performance problems?
- What tools will be used to document and track status of suspected Defects?
- Will these tools be available to the State after the Project is completed?
STATE OF NEW HAMPSHIRE
Department of Information Technology
Drupal Content Management System, Web Hosting, and Professional Services
DOIT - RFP 2019-044
APPENDIX D: TOPICS FOR MANDATORY AND NARRATIVE RESPONSES

- What role will the State play in classification and prioritization of Defects?
- Will System performance be measured and documented using the State’s infrastructure and Data? If yes, how?
- Provide a sample User Acceptance Test Plan from a completed Project as an appendix.

TOPIC 13 – ENVIRONMENT SETUP

Response Page Limit: 2
The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.

- Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the hosted Solution, including all necessary training.
- The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
- Discuss how the proposed environments support the Implementation of the hosted Solution, including all necessary training.

D2.4 PROJECT MANAGEMENT COMPETENCE

TOPIC 14 – SYSTEM ACCEPTANCE CRITERIA

Response Page Limit: 6
The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State for User Acceptance Testing.

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

TOPIC 15 – STATUS MEETINGS AND REPORTS

Response Page Limit: 3 – Appendix Required
The State will evaluate the degree to which Project reporting will serve the needs of State Project leaders.

The State believes that effective communication and reporting are essential to Project success. At a minimum, the State expects the following:

- **Introductory Meeting:** Participants will include Vendor Key Project Staff and State Project leaders. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- **Kickoff Meeting:** Participants will include the State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
• **Status Meetings:** Participants will include, at a minimum, Vendor Project Manager and the State Project Manager. These meetings, which will be conducted at least biweekly, will address overall Project status 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 biweekly basis, in accordance with the Contract.

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

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

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

Vendor shall submit status reports in accordance with the Schedule and terms of the Contract. All status reports shall be prepared in formats approved by the State. The Vendor’s Project Manager shall assist the State’s Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Vendor shall produce Project status reports, which shall contain, at a minimum, the following:

- Project Status as it relates to Work Plan
- Deliverable status
- Accomplishments during weeks being reported
- Planned activities for the upcoming two (2) week period
- Future activities
- Issues and Concerns requiring resolution
- Report and remedies in case of falling behind Schedule

Be sure to cover the following:

- Timing, duration, recommended participants and agenda for the kickoff meeting;
- Frequency and standard agenda items for status meetings;
- Availability for special meetings; and
- Agenda for the exit meeting.

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.

As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.
TOPIC 16 – RISK AND ISSUE MANAGEMENT

Response Page Limit: 3

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.

- 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 17 – SCOPE CONTROL

Response Page Limit: 2

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

- Suggest an approach for scope control. Describe how the approach has been employed effectively on another Project.
- Demonstrate your firm’s ability to manage scope creep by discussing tools and methodologies, as well as past Project experiences.

TOPIC 18 – QUALITY ASSURANCE APPROACH

Response Page Limit: 6

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

The State has identified three categories of Deliverables:
- Written Deliverables, such as a training plan;
- Software Deliverables, such as a configured Software module; and
- Non-Software Deliverables, such as conduct of a training course.

Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:
- Provision for State input to the general content of a Written Deliverable prior to production;
- The standard for Vendor internal Review of a Written Deliverable prior to formal submission; and
- Testing of Software Deliverables prior to submission for Acceptance Testing.
TOPIC 19 - WORK PLAN

Response Page Limit: None

The State will evaluate whether the Vendor’s preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project Management “best practices” and be consistent with narratives on other topics. The Software to be used to support the ongoing management of the Project should also be described in the Work Plan.

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

- Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Include the deliverables outlined in Appendix C (System Requirements and Deliverables) and include other deliverables that you, based on past experience, would recommend be developed on this project.
- Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
  - All assumptions upon which the Work Plan is based;
  - Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
  - Assignments of members of the Vendor’s team identified by role to specific tasks; and
  - Critical success factors for the Project.
- Discuss how this Work Plan will be used and State access to Plan details including resource allocation.
- Discuss frequency for updating the Plan, at a minimum weekly and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

D2.5 ONGOING OPERATIONS

TOPIC 20 – HOSTED SYSTEM

Response Page limit: 5

Describe the hosting plan including hardware and software platforms, software utilities, telecommunications resources, security measures and business continuity plans. Include a description of servers, computers, software, programming capability and other equipment
and technical resources which will be used to design, develop, implement and maintain the application.

- Provide the type and speed of the connection;
- Information on redundancy;
- Disaster recovery;
- Security;
- Interim staffing for peak help desk demand periods and transition to a permanent arrangement;
- Development of a help desk knowledge base; and
- Metrics based on help desk inquiries.

**TOPIC 21 – SUPPORT AND MAINTENANCE**

*Response Page Limit: 2*

The State will evaluate whether the Vendor’s proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current “best practices” for these tasks.

- For how many of your clients do you provide typical software maintenance and support in operational years and what percent of your clients does this represent?
- For how many of your clients do you provide support and maintenance of the operational environment on behalf of the State and what percent of your clients does this represent?
- What do you find to be the optimal amount of support?
- Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.
- Describe how are support and maintenance issues are tracked detailing methodology and if any additional software is required.
- Describe process for maintenance of the general knowledge base.
- Describe any particular procedures required to handle escalation and emergency calls.
- Detail the plan for preventive maintenance and for upgrade installations.
- Detail the types and frequency of support tasks required.

*Remainder of this page intentionally left blank*
APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting the correct State partner on this project. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- Corporate qualifications of each Vendor proposed to participate in the Project;
- Proposed team organization and designation of key staff;
- Individual qualifications of candidates for the role of Project Manager; and
- Individual qualifications of candidates for other key staff roles.

This Appendix identifies specific information that must be submitted.

E-1 REQUIRED INFORMATION ON CORPORATE QUALIFICATIONS

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

E-1.1 VENDOR AND SUBCONTRACTORS

The Vendor submitting a Proposal to this Project must provide the following information:

E-1.1.1 CORPORATE OVERVIEW (2 PAGE LIMIT)

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

E-1.1.2 FINANCIAL STRENGTH

Provide at least one of the following:

- The current Dunn & Bradstreet report on the firm; or
- The firm’s two most recent audited financial statements and the firm’s most recent un-audited, quarterly financial statement; or
- The firm's most recent income tax return. For example, either a copy of the IRS Form 1065, U.S. Return of Partnership Income or Schedule E (IRS Form 1040) Supplemental Income and Loss (for partnerships and S corporations) OR IRS Form 1120, U.S. Corporation Income Return. These forms are typically submitted when a Vendor does not have audited financial statements.

E-1.1.3 LITIGATION

Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.
E-1.1.4 PRIOR PROJECT DESCRIPTIONS (3 LIMITED TO 3 PAGES EACH)

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

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

E-1.1.5 SUBCONTRACTOR INFORMATION

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

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

E-2 TEAM ORGANIZATION AND DESIGNATION OF KEY VENDOR STAFF

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

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

- Drupal support and management
- Website design and support
- Cloud services for SaaS and PaaS solutions
- Security Testing
- Technical and End User Training
- FedRamp services and compliance

A single team member may be identified to fulfill the experience requirement in multiple areas.
APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

E-2.1 STATE STAFF RESOURCE WORKSHEET

Append a completed State Staff Resource Worksheet to indicate resources expected of organization. Expected resources must not exceed those outlined in Appendix A: Background Information - Section A-4: State Project Team. The required format follows.

Table E-2: Proposed State Staff Resource Hours Worksheet

<table>
<thead>
<tr>
<th>State Role</th>
<th>Initiation</th>
<th>Configuration</th>
<th>Implementation</th>
<th>Close Out</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
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<tr>
<td>Position 1</td>
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<td>Position 3</td>
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<td>Position 4</td>
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<td>Position 5</td>
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<tr>
<td>State Total</td>
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</table>

E-3 CANDIDATES FOR PROJECT MANAGER

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

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

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

E-4 CANDIDATES FOR KEY VENDOR STAFF ROLES

Provide a resume not to exceed two (2) pages for each key Vendor staff position on the Project Team. Each resume should address the following:

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

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APPENDIX F: PRICING WORKSHEETS

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

The Vendor must assume all reasonable travel and related expenses. All labor rates will be “Fully Loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

F-1 ACTIVITIES/DELIVERABLES/MILESTONES PRICING WORKSHEET

The Vendor must include, within the Not-to-Exceed 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.

Table F-1: Activities/Deliverables/Milestones Pricing Worksheet

<table>
<thead>
<tr>
<th>Activity, Deliverable, or Milestone</th>
<th>Deliverable Type</th>
<th>Projected Delivery Date</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PLANNING AND PROJECT MANAGEMENT</strong></td>
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</tr>
<tr>
<td>1 Conduct Project Kickoff Meeting</td>
<td>Non-Software</td>
<td></td>
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<tr>
<td>2 Project Status Reports</td>
<td>Written</td>
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<tr>
<td>3 Work Plan</td>
<td>Written</td>
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<tr>
<td>4 Infrastructure Plan, including</td>
<td>Written</td>
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<tr>
<td>Desktop and Network Configuration</td>
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<tr>
<td>Requirements</td>
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<tr>
<td>5 Security Plan</td>
<td>Written</td>
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<tr>
<td>6 Communications and Change</td>
<td>Written</td>
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<tr>
<td>Management Plan</td>
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<tr>
<td>7 Requirements Traceability Matrix</td>
<td>Written</td>
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<tr>
<td>8 Software Configuration Plan</td>
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<td>9 Systems Interface Plan</td>
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<tr>
<td>and Design/Capability</td>
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<tr>
<td>10 Testing Plan</td>
<td>Written</td>
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<tr>
<td>11 Data Conversion Plan and Design</td>
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<td>12 Deployment Plan</td>
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<td>13 Comprehensive Training Plan</td>
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<tr>
<td>and Curriculum</td>
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<tr>
<td>14 End User Support Plan</td>
<td>Written</td>
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<tr>
<td>15 Business Continuity Plan</td>
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<td></td>
<td>Documentation of Operational Procedures</td>
<td>Written</td>
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**INSTALLATION**

<table>
<thead>
<tr>
<th></th>
<th>Provide Software Licenses if needed</th>
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<tr>
<th></th>
<th>Provide Fully Tested Data Conversion Software</th>
<th>Software</th>
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<thead>
<tr>
<th></th>
<th>Provide Software Installed, Configured, and Operational to Satisfy State Requirements</th>
<th>Software</th>
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**TESTING**

<table>
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<tr>
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<th>Non-Software</th>
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<tr>
<td>20</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Conduct User Acceptance Testing</th>
<th>Non-Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Perform Production Tests</th>
<th>Non-Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Test In-Bound and Out-Bound Interfaces</th>
<th>Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Conduct System Performance (Load/Stress) Testing</th>
<th>Non-Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Certification of 3rd Party Pen Testing and Application Vulnerability Scanning</th>
<th>Non-Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
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<td></td>
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</tbody>
</table>

**SYSTEM DEPLOYMENT**

<table>
<thead>
<tr>
<th></th>
<th>Converted Data Loaded into Production Environment</th>
<th>Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Provide Tools for Backup and Recovery of all Applications and Data</th>
<th>Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Conduct Training</th>
<th>Non-Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>28</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Cutover to New Software</th>
<th>Non-Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Provide Documentation</th>
<th>Written</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Execute Security Plan</th>
<th>Non-Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OPERATIONS**

<table>
<thead>
<tr>
<th></th>
<th>Ongoing Hosting Support</th>
<th>Non-Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Ongoing Support &amp; Maintenance</th>
<th>Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Conduct Project Exit Meeting</th>
<th>Non-Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TRAINING**

<table>
<thead>
<tr>
<th></th>
<th>End-User Training</th>
<th>Non-Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Admin Training</th>
<th>Non-Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Systems Operations Training</th>
<th>Non-Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>37</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
F-2 **PROPOSED VENDOR STAFF, RESOURCE HOURS AND RATES WORKSHEET**

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

*Table F-2: Proposed Vendor Staff, Resource Hours and Rates Worksheet*

<table>
<thead>
<tr>
<th>Title</th>
<th>Initiation</th>
<th>Implementation</th>
<th>Project Close out</th>
<th>Hourly Rate</th>
<th>Hours X Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position #1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Position #2</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Position #3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
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</tr>
</tbody>
</table>

F-3 **FUTURE VENDOR RATES WORKSHEET**

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

*Table F-3: Future Vendor Rates Worksheet*

<table>
<thead>
<tr>
<th>Position Title</th>
<th>SFY 2019</th>
<th>SFY 2020</th>
<th>SFY 2021</th>
<th>SFY 2022</th>
<th>SFY 2023</th>
<th>SFY 2024</th>
<th>SFY 2025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position #1</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Position #2</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position #3</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
F-4  TRAINING COST WORKSHEET

Table F-4: Training

<table>
<thead>
<tr>
<th>Training Type</th>
<th>Initial Cost</th>
<th>Annual Training Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

F-5  SOFTWARE MAINTENANCE AND SUPPORT PRICING WORKSHEET

Table F-5: Software Licensing, Maintenance, and Support Pricing Worksheet

<table>
<thead>
<tr>
<th>Item</th>
<th>Initial Cost</th>
<th>Maintenance Support and Upgrades</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

F-6  WEB SITE HOSTING, MAINTENANCE, AND SUPPORT PRICING WORKSHEET

Table F-6: Web Site Hosting, Maintenance, and Support Pricing Worksheet

<table>
<thead>
<tr>
<th>Service</th>
<th>Initial Cost</th>
<th>Maintenance Support and Upgrades</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td></td>
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<td></td>
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APPENDIX G-1 SECURITY

G-1 APPLICATION SECURITY

IT Security involves all functions pertaining to the securing of State Data and systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation. This shall include but is not limited to:

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

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APPENDIX G-2 TESTING REQUIREMENTS

All testing and Acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data and System preparation for testing, and execution of Unit Testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security Review and testing, and support of the State during user Acceptance Testing (UAT).

G-2.1 TEST PLANNING AND PREPARATION

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

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

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

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

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

G-2.2 TESTING

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

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.
Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.

| **System Integration Testing** | a. Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.  
   b. Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.  
   c. The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution. |

The Conversion/Migration Validation Testing should replicate the entire flow of the converted Data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy Data performs correctly.

Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.

The User Acceptance Test (UAT) is a Verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

a. The Vendor’s Project Manager must certify in writing, that the Vendor’s own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.  
   b. The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test Data, and expected results, as well as written Certification of the Vendor’s having completed the prerequisite tests, prior to the State staff involvement in any testing activities.  
   c. UAT will also serve as a performance and stress test of the System. It

| **Unit Testing** |  |
| **System Integration Testing** |  |
| **Conversion/Migration Validation Testing** |  |
| **Installation Testing** |  |
| **User Acceptance Testing (UAT)** |  |
may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Appendix H: State of New Hampshire Terms and Conditions - Section H-25.10.1: Warranty Period.

Performance Tuning and Stress Testing

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

Performance Tuning and Stress Testing

Scope

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

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

Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

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

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

Test types

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

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

### Tuning
Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment. For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

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

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

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

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

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

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

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

When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.
During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

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

<table>
<thead>
<tr>
<th>Regression Testing</th>
</tr>
</thead>
<tbody>
<tr>
<td>As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.</td>
</tr>
<tr>
<td>a. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.</td>
</tr>
<tr>
<td>b. The Vendor shall notify the State no later than five (5) business days from the Vendor’s receipt of written notice of the test failure when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.</td>
</tr>
<tr>
<td>c. When a programming change is made in response to a problem identified during user testing, a Regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives: 1. Validate that the change/update has been properly incorporated into the program; and 2. Validate that there has been no unintended change to the other portions of the program.</td>
</tr>
<tr>
<td>d. The Vendor will be expected to: 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly; 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the</td>
</tr>
</tbody>
</table>
program still operate correctly; and
3. Manage the entire cyclic process.

e. The Vendor will be expected to execute the Regression Test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such Regression Testing, the Vendor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the Regression Tests. In other words, the Vendor will be expected to design and conduct Regression Tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

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

Security Review and Testing

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

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

<table>
<thead>
<tr>
<th>Service Component</th>
<th>Defines the set of capabilities that:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identification and Authentication</td>
<td>Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.</td>
</tr>
<tr>
<td>Access Control</td>
<td>Supports the management of permissions for logging onto a computer or network.</td>
</tr>
<tr>
<td>Encryption</td>
<td>Supports the encoding of Data for security purposes</td>
</tr>
<tr>
<td>Intrusion Detection</td>
<td>Supports the detection of illegal entrance into a computer system.</td>
</tr>
<tr>
<td>Verification</td>
<td>Supports the confirmation of authority to enter a computer system, application or network.</td>
</tr>
<tr>
<td>Digital Signature</td>
<td>Guarantees the unaltered state of a file.</td>
</tr>
<tr>
<td>User Management</td>
<td>Supports the administration of computer, application and network accounts within an organization.</td>
</tr>
<tr>
<td>Role/Privilege Management</td>
<td>Supports the granting of abilities to users or groups of users of a computer, application or network.</td>
</tr>
<tr>
<td>Audit Trail Capture and Analysis</td>
<td>Supports the identification and monitoring of activities within an application or system.</td>
</tr>
</tbody>
</table>
Input Validation | Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

In their Proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party Penetration Tests (pen test) approved by the Department of Information Technology.

Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for Review and Acceptance. All Software and hardware shall be free of malicious code (malware).

**Penetration Testing**

1. Implement a methodology for penetration testing that includes the following:
   a. Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115);
   b. Includes coverage for the entire perimeter and critical systems;
   c. Includes testing from both inside and outside the network;
   d. Includes testing to validate any segmentation;
   e. Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in the OWASP Top Ten;
   f. Defines network-layer penetration tests to include components that support network functions as well as Operating Systems;
   g. Includes Review and consideration of threats and vulnerabilities experienced in the last 12 months; and
   h. Specifies retention of penetration testing results and remediation activities results.

2. Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).

3. Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade a sub-network added to the environment, or a web server added to the environment).

4. Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.

5. If segmentation is used to isolate the web hosting environment from other networks, perform penetration tests at least annually and after any changes.
| to segmentation controls/methods to verify that the segmentation methods are Operational and effective, and isolate all out-of-scope systems from in-scope systems. |

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APPENDIX G-3: CERTIFICATES

The following certificates will be required as a condition of Contract award and are not required for proposal submission.

A. CERTIFICATE OF GOOD STANDING

As a condition of Contract award, the Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 2018 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.

B. CERTIFICATE OF AUTHORITY/VOTE

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

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

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

B.1 CERTIFICATE OF AUTHORITY/VOTE CHECKLIST

B.1.1 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.

B.1.2 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.

**B.1.3 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).

**C. CERTIFICATE OF INSURANCE**

C.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage ($1,000,000 per occurrence and $2,000,000 aggregate)

C.1.2 Certificate Holder must be: State of NH, Department of Information Technology, ATTN: Chief Information Officer, 27 Hazen Drive, Concord, NH, 03301

**D. WORKERS COMPENSATION**

D.1 Workers Compensation coverage may be indicated on the insurance form described above.

D.1.2 Workers Compensation coverage must comply with State of NH RSA 281-A

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# APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

**AGREEMENT**

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

## GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3 Contractor Name</td>
<td>1.4 Contractor Address</td>
</tr>
<tr>
<td>1.5 Contractor Phone Number</td>
<td>1.6 Account Number</td>
</tr>
<tr>
<td>1.7 Completion Date</td>
<td>1.8 Price Limitation</td>
</tr>
<tr>
<td>1.9 Contracting Officer for State Agency</td>
<td>1.10 State Agency Telephone Number</td>
</tr>
<tr>
<td>1.11 Contractor Signature</td>
<td>1.12 Name and Title of Contractor Signatory</td>
</tr>
</tbody>
</table>

1.13 Acknowledgement: State of , County of On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

| 1.14 State Agency Signature Date: |
| 1.15 Name and Title of State Agency |

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) On:

1.18 Approval by the Governor and Executive Council (if applicable) On:
2. EMPLOYMENT CONTRACT/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through
the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the
Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached
EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and
Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties
hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block
1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is
signed by the State Agency as shown in block 1.14 (“Effective Date”).
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to
the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not
become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay
the Contractor for any prices incurred or Services performed. Contractor must complete all Services by the Completion Date
specified in block 1.7.

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

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

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor
warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly
licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the
Completion Date in block 1.7, the Contractor shall not hire,
and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort
to perform the Services to hire, any person who is a State employee or official, who is materially involved in the
procurement, administration or performance of this
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default");
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two(2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use...
in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.  

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.  

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

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

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

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

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

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.
APPENDIX H-25: GENERAL CONTRACT REQUIREMENTS

H-25.1 STATE OF NH TERMS AND CONDITIONS AND CONTRACT REQUIREMENTS

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

H-25.2 VENDOR RESPONSIBILITIES

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

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

H-25.3 PROJECT BUDGET/PRICE LIMITATION

The State has funds budgeted for this Project, subject to Appendix H: State of New Hampshire Terms and Conditions, P-37, General Provision - Section 4: Conditional Nature of Agreement, and P-37, General Provision - Section 5: Contract Price/Price Limitation/Payment.

H-25.4 STATE CONTRACTS

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

H-25.5 VENDOR STAFF

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

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

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

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

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

H-25.6 WORK PLAN

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

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

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

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule affect the Project.

In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor’s failure to fulfill its obligations under the Contract. To the extent that the State’s execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor’s Work Plan or elements within the Work Plan.
H-25.7 CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of a Vendor’s receipt of a Change Order, the Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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

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

H-25.7 DELIVERABLES

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

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

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

H-25.7.1 WRITTEN DELIVERABLES REVIEW

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

H-25.7.2 SOFTWARE DELIVERABLES REVIEW

Described in Section H-25.9: Testing and Acceptance, herein.
H-25.7.3 NON-SOFTWARE DELIVERABLES REVIEW
The State will Review Non-Software Deliverables to determine whether any Deficiency exists and notify the Vendor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable.

H-25.8 LICENSES
The State has defined the Software License grant rights, terms and conditions, and has documented the evaluation criteria.

H-25.8.1 SOFTWARE LICENSE GRANT
The Software License shall grant the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract.

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

H-25.8.2 SOFTWARE AND DOCUMENTATION COPIES
The Vendor shall provide the State with a sufficient number of hard copy versions of the Software’s associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

H-25.8.3 RESTRICTIONS
Except as otherwise permitted under the Contract, the State agrees not to:
   a. Remove or modify any program markings or any notice of Vendor’s proprietary rights;
   b. Make the programs or materials available in any manner to any third party for use in the third party’s business operations, except as permitted herein; or
   c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

H-25.8.4 TITLE
The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

H-25.8.5 THIRD PARTY
The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor’s Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions - General Provisions Form P-37.
H-25.9 TESTING AND ACCEPTANCE

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

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

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

See Appendix G-1 for Testing Requirements

H-25.9.1 REMEDIES

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Appendix H: State of New Hampshire Terms and Conditions - P-37, General Provisions - Section 8: Event of Default/Remedies, and H-25.14: Termination, and the State Shall have the right, at its option, to pursue the remedies in Section H-25.14.1: Termination for Default as well as to return the Vendor’s product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State’s refund request.

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

H-25.9.2 SYSTEM ACCEPTANCE

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

H-25.10 WARRANTY

H-25.10.1 WARRANTY PERIOD

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.
H-25.10.2 Warranties

H-25.10.2.1 System
The Vendor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.

H-25.10.2.2 Software
The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of Harvest Software.

H-25.10.2.3 Non-Infringement
The Vendor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software (“Material”) do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

H-25.10.2.4 Viruses; Destructive Programming
The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

H-25.10.2.5 Compatibility
The Vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

H-25.10.2.6 Professional Services
The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

H-25.10.3 Warranty Services
The Vendor shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

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

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

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

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

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

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

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

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

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

**H-25.11 ONGOING SOFTWARE MAINTENANCE AND SUPPORT LEVELS**
The Vendor shall maintain and support the system in all material respects as described in the applicable program Documentation after delivery and the Warranty Period of ninety (90) days through the completion of the Contract term.

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

H-25.11.1 MAINTENANCE RELEASES
The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

H-25.11.2 VENDOR RESPONSIBILITY
The Vendor shall be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance Agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

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

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

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

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

For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained:

1. Nature of the Deficiency;
2. Current status of the Deficiency;
3. Action plans, dates, and times;
4. Expected and actual completion time;
5. Deficiency resolution information;
6. Resolved by;
7. Identifying number i.e. work order number; and
8. Issue identified by.
The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

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

H-25.12 ADMINISTRATIVE SPECIFICATIONS

H-25.12.1 TRAVEL EXPENSES

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

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

H-25.12.3 PROJECT WORKSPACE AND OFFICE EQUIPMENT

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

H-25.12.4 WORK HOURS

Vendor personnel shall provide Services between the Work Hours of 8:00 a.m. and 5:00 p.m. EST, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon Agreement with the State Project Manager.

H-25.12.5 ACCESS/COOPERATION

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

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

H-25.12.6 STATE-OWNED DOCUMENTS AND DATA
The Vendor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract (“State Owned Documents”). Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

H-25.12.7 INTELLECTUAL PROPERTY
Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the State.

Upon successful completion and/or termination of the Implementation of the Project, the State shall own and hold all, title, and rights in any Software developed in connection with performance of obligations under the Contract, or modifications to the open-source Software, and associated Documentation including any and all performance enhancing operational plans and the Vendors’ special utilities.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Agreement.

H-25.12.8 IT REQUIRED WORK PROCEDURES
All work done must conform to standards and procedures established by the Department of Information Technology and the State.

H-25.12.9 COMPUTER USE
In consideration for receiving access to and use of the computer facilities, network, licensed or developed Software, Software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or Database Administrator 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 prevent 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.

H-25.12.10 EMAIL USE
Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Vendors understand and agree that use of email shall follow State standard policy (available upon request).

H-25.12.11 INTERNET/INTRANET USE
The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

H-25.12.12 REGULATORY/GOVERNMENTAL APPROVALS
Any Contract awarded under the RFP shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

H-25.12.13 FORCE MAJEURE
Neither Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock 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.

H-25.12.14 CONFIDENTIAL INFORMATION
In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. “State Confidential Information” shall include, but not be limited to, information exempted from public disclosure under New
Hampshire RSA chapter 91-A: Access to Public Records and Meetings (see e.g. RSA chapter 91-A: 5 Exemptions). The Vendor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor’s performance under the Contract.

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

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

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

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

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know Law, RSA chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State or federal laws or regulations, including but not limited to, RSA chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Vendor shall cooperate and assist the State with the collection and Review of the Vendor’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Vendor’s sole responsibility and at the Vendor’s sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State’s notice to the Vendor without any State liability to the Vendor.
This Contract Agreement, Appendix H: State of New Hampshire Terms and Conditions - Section H-25.12.14: Confidential Information shall survive the termination or conclusion of a Contract.

H-25.12.14 DATA BREACH

In the event of a Data Breach, the Vendor shall comply with provisions of NH RSA chapter 359C:20.

H-25.13 PRICING

H-25.13.1 ACTIVITIES/DELIVERABLES/MILESTONES DATES AND PRICING

The Vendor must include, within the fixed 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. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: Pricing Worksheets.

H-25.13.2 SOFTWARE LICENSING, MAINTENANCE, ENHANCEMENTS, AND SUPPORT PRICING

The Vendor must provide the minimum Software support and Services through Software Licensing, maintenance, Enhancements, and support as detailed in Section H-25.11: Ongoing Software Maintenance and Support Levels.

For Software Licensing, maintenance, and support costs, complete a worksheet including all costs in the table. A worksheet is provided in Appendix F: Pricing Worksheets, under Table F-4: Software Licensing, Maintenance, and Support Pricing Worksheet, and Table F-5: Web Site Hosting, Maintenance, and Support Pricing Worksheet.

H-25.13.3 INVOICING

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State’s written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for Services or Deliverables 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 Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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.

**H-25.13.4 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 or notice from the State.

**H-25.13.5 CREDITS**

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

**H-25.13.6 RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

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

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

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor’s cost structure and profit factors shall be excluded from the State’s Review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.
H-25.13.7 ACCOUNTING REQUIREMENTS
The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

H-25.14 TERMINATION

H-25.14.1 TERMINATION FOR DEFAULT
Any one or more of the following acts or omissions of the Vendor shall constitute an Event of Default hereunder (“Event of Default”):

a. Failure to perform the Services satisfactorily or on Schedule;
b. Failure to submit any report required; and/or
c. To perform any other covenant, term or condition of the Contract.

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

a. Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser Specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as Breached and pursue its remedies at law or in equity or both;
b. Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;
c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
d. Treat the Contract as breeched and pursue any of its remedies at law or in equity, or both; and
e. Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.
This section H-25.14 shall survive termination or Contract Conclusion.

H-25.14.2 TERMINATION FOR CONVENIENCE
The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: Pricing Worksheets.

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

H-25.14.3 TERMINATION FOR CONFLICT OF INTEREST
The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

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

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

H-25.14.4 TERMINATION PROCEDURE
Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:
   a. Stop work under the Contract on the date, and to the extent specified, in the notice;
   b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of
such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
e. Provide written Certification to the State that Vendor has surrendered to the State all said property.

H-25.15 LIMITATION OF LIABILITY

H-25.15.1 STATE
Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State’s liability to the Vendor shall not exceed the total Contract price set forth in Appendix H: State of New Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions - Section 1.8: Price Limitation.

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

H-25.15.2 THE VENDOR
Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor’s liability to the State shall not exceed two times (2X) the total Contract price set forth in Appendix H: State of New Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions - Section 1.8: Price Limitation. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor’s indemnification obligations set forth in Appendix H: State of New Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions - Section 1.8: Price Limitation, and Appendix H: State of New Hampshire Terms and Conditions, Contract Agreement P-37 General Provisions - Sections 13: Indemnification, and confidentiality obligations in Section H-25.12.14: Confidential Information, and Data Breach obligations in Section H-25.12.15: Data Breach which shall be unlimited.

H-25.15.3 STATE’S IMMUNITY
Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

H.25.15.4 SURVIVAL
This Contract Agreement, Section H-25.15: Limitation of Liability shall survive termination or Contract Conclusion.

Page 79 of 90
H-25.16 CHANGE OF OWNERSHIP

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

H-25.17 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

H-25.18 DISPUTE RESOLUTION

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

H-25.19 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 on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

H-25.20 PROJECT HOLDBACK

The State will withhold 10% of the agreed Deliverables pricing tendered by the Vendor in this engagement until successful completion of the Warranty Period as defined in Appendix H: State of New Hampshire Terms and Conditions - Section H-25.10.1: Warranty Period.

H-25.21 ESCROW OF CODE

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

a. The Vendor has made an assignment for the benefit of creditors;
b. The Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
c. A receiver or similar officer has been appointed to take charge of all or part of the Vendor’s assets;
d. The Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
e. Vendor defaults under the Contract; or
f. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

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**TERMS AND DEFINITIONS**

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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</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>Acceptance Period</td>
<td>The timeframe during which the Acceptance Test is performed.</td>
</tr>
<tr>
<td>Acceptance Test Plan</td>
<td>The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.</td>
</tr>
<tr>
<td>Acceptance Test and Review</td>
<td>Tests performed to determine that no Defects exist in the application Software or the System.</td>
</tr>
<tr>
<td>Access Control</td>
<td>Supports the management of permissions for logging onto a computer or network.</td>
</tr>
<tr>
<td>Agreement</td>
<td>A Contract duly executed and legally binding.</td>
</tr>
<tr>
<td>Appendix</td>
<td>Supplementary material that is collected and appended at the back of a document.</td>
</tr>
<tr>
<td>Audit Trail Capture and Analysis</td>
<td>Supports the identification and monitoring of activities within an application or system.</td>
</tr>
<tr>
<td>Authorized User</td>
<td>The Vendor’s employees, Contractors, Subcontractors or other agents who need to access the State’s Personal Data to enable the Contractor to perform the Services required.</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>Breach or Breach of Security</td>
<td>Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.</td>
</tr>
<tr>
<td>Business Hours</td>
<td>Vendor personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m. EST, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.</td>
</tr>
<tr>
<td>CCP</td>
<td>Change Control Procedures</td>
</tr>
<tr>
<td>Certification</td>
<td>The Vendor’s written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.</td>
</tr>
<tr>
<td>Change Control</td>
<td>Formal process for initiating changes to the proposed</td>
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<tr>
<td>Term</td>
<td>Definition</td>
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</tr>
<tr>
<td>Change Order</td>
<td>Formal Documentation prepared for a proposed change in the Specifications.</td>
</tr>
<tr>
<td>Completion Date</td>
<td>End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)</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>An 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 Agreement</td>
<td>Part 1, 2, and 3. The Documentation consisting of the P-37 General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.</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 Part 2, IT Provisions – Section 1.1)</td>
</tr>
<tr>
<td>Contract Managers</td>
<td>The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.</td>
</tr>
<tr>
<td>Contract Price</td>
<td>The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: Price Limitation, as well as Part 3, Exhibit B – Paragraph 2: Contract Price.</td>
</tr>
<tr>
<td>Contractor</td>
<td>The Contractor and its employees, subcontractors, agents and affiliates who are providing the Services agreed to under the Contract.</td>
</tr>
<tr>
<td>Contracted Vendor/Vendor</td>
<td>The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.</td>
</tr>
<tr>
<td>Conversion/Migration Validation Test</td>
<td>A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to form that can be used by the new system.</td>
</tr>
<tr>
<td>CR</td>
<td>Change Request</td>
</tr>
<tr>
<td>Cure Period</td>
<td>The thirty (30) day period following written notification of a default within which a Contracted Vendor must cure the default identified.</td>
</tr>
<tr>
<td>Custom Code</td>
<td>Code developed by the Vendor specifically for this Project.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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</tr>
<tr>
<td>Custom Software</td>
<td>Software developed by the Vendor specifically for this Project for the State of New Hampshire.</td>
</tr>
<tr>
<td>Data</td>
<td>State’s records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.</td>
</tr>
<tr>
<td>Data Breach</td>
<td>The unauthorized access by a non-authorized persons(s) that results in the use, disclosure or theft of the State’s unencrypted Non-Public Data.</td>
</tr>
<tr>
<td>DBA</td>
<td>Database Administrator</td>
</tr>
<tr>
<td>Deficiencies/Defects</td>
<td>A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</td>
</tr>
<tr>
<td>Class A Deficiency</td>
<td>Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</td>
</tr>
<tr>
<td>Class B Deficiency</td>
<td>Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were Deficient, require reworking, but do not require re-performance of the Service.</td>
</tr>
<tr>
<td>Class C Deficiency</td>
<td>Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</td>
</tr>
<tr>
<td>Deliverable</td>
<td>A Deliverable is any Written, Software, or NonSoftware Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.</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 chapter 21-R by the Legislature effective September 5, 2008.</td>
</tr>
<tr>
<td>Documentation</td>
<td>All information that describes the installation, operation, and use of the Software, either in printed or electronic format.</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</td>
</tr>
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<td><strong>TERMS AND DEFINITIONS</strong></td>
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<td><strong>Executive Council of the State of New Hampshire approves the Contract.</strong></td>
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<tr>
<td><strong>Encryption</strong></td>
<td>Supports the transformation of Data for security purposes.</td>
</tr>
<tr>
<td><strong>Enhancements</strong></td>
<td>Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.</td>
</tr>
</tbody>
</table>
| **Event of Default** | Any one or more of the following acts or omissions of a Vendor shall constitute an Event of Default hereunder (“Event of Default”):  
  a. Failure to perform the Services satisfactorily or on Schedule;  
  b. Failure to submit any report required; and/or  
  Failure to perform any other covenant, term or condition of the Contract. |
| **Firm Fixed Price Contract** | A Firm Fixed Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract. |
| **Fully Loaded** | c. Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses. |
| **GAAP** | Generally Accepted Accounting Principles. |
| **Governor and Executive Council** | The New Hampshire Governor and Executive Council. |
| **GUI** | Graphical user interface. |
| **Identification and Authentication** | Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users. |
| **Implementation** | The process for making the System fully Operational for processing the Data. |
| **Implementation Plan** | Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures. |
| **Information Technology (IT)** | 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. |
| **Input Validation** | Ensure that the value entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc. |
| **Intrusion Detection** | Supports the detection of illegal entrance into a computer system. |
| **Invoking Party** | In a dispute, the party believing itself aggrieved. |
### Key Project Staff
Personnel identified by the State and by the Contracted Vendor as essential to work on the Project.

### Licensee
The State of New Hampshire

### Non-Exclusive Contract
A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.

### Non-Public Information
Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

### Non-Software Deliverables
Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.

### Notice to Proceed (NTP)
The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time.

### Open Data Formats
A Data format based on an underlying Open Standard.

### Open Source Software
Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.

### Open Standards
Specifications for the encoding and transfer of computer Data that is defined in RSA chapter 21-R:10 and RSA chapter 21-R:13.

### Operating System
System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.

### Operational
Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.

### 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.

### Personal Data
Data that includes information relating to a person that identifies the person by name and has any of the following Personally Identifiable Information (PII): government-issued identification numbers (e.g., Social Security, driver’s license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

### Project
The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.

### Project Team
The group of State employees and Contracted Vendor’s
<table>
<thead>
<tr>
<th><strong>TERMS AND DEFINITIONS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.</strong></td>
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<tr>
<td><strong>Project Managers</strong></td>
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<td><strong>Project Staff</strong></td>
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<tr>
<td><strong>Proposal</strong></td>
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<td><strong>Regression Test Plan</strong></td>
</tr>
<tr>
<td><strong>Review</strong></td>
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<tr>
<td><strong>Review Period</strong></td>
</tr>
<tr>
<td><strong>RFP (Request for Proposal)</strong></td>
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<tr>
<td><strong>Role/Privilege Management</strong></td>
</tr>
<tr>
<td><strong>Schedule</strong></td>
</tr>
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<td><strong>Services</strong></td>
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<tr>
<td><strong>Software</strong></td>
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<tr>
<td><strong>Software-as-a-Service (SaaS)</strong></td>
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<tr>
<td><strong>Software Deliverables</strong></td>
</tr>
<tr>
<td><strong>Software License</strong></td>
</tr>
<tr>
<td><strong>Solution</strong></td>
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</table>
### Specifications

The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.

### State

STATE is defined as:
- State of New Hampshire
- Department of Information Technology
- 27 Hazen Drive
- Concord, New Hampshire 03301

Reference to the term “State” shall include applicable agencies.

### Statement of Work (SOW)

A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.

### State’s Confidential Records

State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA chapter 91-A: Access to Governmental Records and Meetings.

### State Data

All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.

### State Fiscal Year (SFY)

The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.

### State Project Leader

State’s representative with regard to Project oversight.

### State’s Project Manager (PM)

State’s representative with regard to Project Management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Request (CR).

### Subcontractor

A person, partnership, or company not in the employment
<table>
<thead>
<tr>
<th><strong>TERMS AND DEFINITIONS</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>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></td>
</tr>
<tr>
<td><strong>System</strong></td>
</tr>
<tr>
<td>All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.</td>
</tr>
<tr>
<td><strong>TBD</strong></td>
</tr>
<tr>
<td>To Be Determined</td>
</tr>
<tr>
<td><strong>Technical Authorization</strong></td>
</tr>
</tbody>
</table>
| Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be:  
  1. Consistent with Statement of Work within statement of Services;  
  2. not constitute a new assignment; and  
  not change the terms, documents of Specifications of the SOW. |
<p>| <strong>Test Plan</strong> |
| A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism. |
| <strong>Term</strong> |
| Period of the Contract from the Effective Date through termination. |
| <strong>Transition Services</strong> |
| 3. Services and support provided when the Contracted Vendor is supporting system changes. |
| <strong>UAT</strong> |
| User Acceptance Test. |
| <strong>Unit Test</strong> |
| Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined. |
| <strong>User Acceptance Testing (UAT)</strong> |
| Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents. |
| <strong>User Management</strong> |
| Supports the administration of computer, application and network accounts within an organization. |
| <strong>Vendor/ Contracted Vendor</strong> |
| 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. |
| <strong>Verification</strong> |
| Supports the confirmation of authority to enter a computer system, application or network. |
| <strong>Virtual Private Network (VPN)</strong> |
| Extends a private network across a public network, and enables users to send and receive Data across shared or public networks as if their computing devices were directly connected to the private network. |
| <strong>Warranty Period</strong> |
| 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. |</p>
<table>
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<tr>
<th><strong>Warranty Releases</strong></th>
<th>Code releases that are done during the Warranty Period.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Warranty Services</strong></td>
<td>The Services to be provided by the Vendor during the Warranty Period.</td>
</tr>
<tr>
<td><strong>Work 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: System 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>