DEPARTMENT OF SAFETY, HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DOS, HSEM)

Emergency Notification Service

RFP 2014-146

RFP ISSUED.................................................................June 13, 2013

STATE POINT of CONTACT........................................Director Perry E. Plummer
perry.plummer@dos.nh.gov
603.223.3611

CONTRACT TYPE....................................................FIRM FIXED PRICE

PROPOSALS DUE.......................................................July 9, 2014 2:30 PM
1. INTRODUCTION

The State of New Hampshire, acting through the Department of Safety (DOS, HSEM), is releasing this Request for Proposal (RFP) to procure a Commercial-Off-the-Shelf (COTS) Hosted, WEB based, cellular phone Notification system and associated services for DOS, HSEM to alert & warn the public of any impending dangers.

1.1 Contract

Contract Award

The State plans to execute a Firm Fixed Price (FFP) Contract as a result of this RFP. The award will be based upon criteria, standards, and weighting identified in this RFP.

1.1.1 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 identified under this procurement.

1.1.2 Public Announcement

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

1.2 Contract Term

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

The Vendor shall be fully prepared to commence work by August 1, 2014, 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 August 1, 2017. The term may be extended up to three (3) 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 August 30, 2020.

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 Overview of Project or High Level Statement of Work

The Vendor will be responsible for all aspects of the Project, including, but not limited to:
- Providing all the necessary services to provide the NH Dept. of Safety and all of its internal entities to include NH Homeland Security & Emergency Management with an Emergency Notification Service.
- Providing a WEB hosted service providing secure portal internet access for NH DOS, HSEM for the purposes of originating and then disseminating emergency alerts, warnings and informational statements to cellular phone service subscribers.
- Providing all the necessary user training and system support for the use of this ENS.
- Integrating the National Oceanic and Atmospheric Administration (NOAA) public message alert and warning system.

1.4 Subcontractors

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

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

2. SCHEDULE OF EVENTS

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

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP released to Vendors (on or about)</td>
<td>June 13, 2014</td>
<td></td>
</tr>
<tr>
<td>Vendor Inquiry Period begins (on or about)</td>
<td>June 13, 2014</td>
<td></td>
</tr>
<tr>
<td>Vendor Inquiry Period ends (final inquiries due)</td>
<td>June 20, 2014</td>
<td></td>
</tr>
</tbody>
</table>
3. SOFTWARE, REQUIREMENTS AND DELIVERABLES

3.1 Software as a service
The State seeks to access a fully hosted Web based service for this Contract. Each Proposal must present Software that can fully support the required functionality listed in Appendix C: System Requirements and Deliverables.

3.2 Requirements

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

3.2.2 Appendix C: System Requirements and Deliverables

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

3.2.4 Appendix E: Standards for Describing Vendor Qualifications including Vendor corporate qualifications.

3.3 Deliverables
The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements are provided in Appendix F: Pricing Worksheets. A set of required Project Deliverables organized by category 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 Safety, no later than the time and date specified in Section 2: Schedule of Events. Proposals must be addressed to:

State of New Hampshire  
DEPARTMENT OF SAFETY, HSEM  
c/o Perry E. Plummer  
110 Smokey Bear Bvd  
Concord, New Hampshire 03301

Cartons containing Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE  
Department of Safety, HSEM  

RESPONSE TO DOS, HSEM RFP 2014-146  
Emergency Notification System

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 DOS HSEM, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.

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

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

a. One (1) original and Seven (7) clearly identified copies of the Proposal, including all required attachments,
b. One (1) copy of the Proposal Transmittal Form Letter (described in Section 4.18.2: Transmittal Form Letter, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
c. One (1) electronic copy on CD ROM in MS WORD format.

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

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

Perry E. Plummer, Director
DOS, HSEM
110 Smokey Bear Bvd
Concord, New Hampshire, 03301
Telephone: (603) 271-2231
Email: perry.plummer@dos.nh.gov

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

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

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

4.3 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.

4.4 Alteration of RFP

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

4.5 RFP Addendum

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

4.6 Non-Collusion

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

4.7 Validity of Proposal

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

4.8 Property of the State

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

4.9 Confidentiality of a Proposal

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

4.10 Public Disclosure

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

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 COTS application. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

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

RESPONSE TO DOS, HSEM RFP 2014-146
Emergency Notification System

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

4.18.2 Transmittal Form Letter

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

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

Company Name__________________________________________

Address__________________________________________________

To:     NH Department of Safety HSEM State Point of Contact:

Telephone (603) 271-2231
Email: perry.plummer@dos.nh.gov

RE:   Proposal Invitation Name: Emergency Notification System
      Proposal Number: DOS HSEM 2014-146
      Proposal Due Date and Time: July 31, 2014

Dear Sir:

Company Name: _________________________ hereby offers to sell to the State of New Hampshire
the Services indicated in RFP NH DOS HSEM 2014-146 Emergency Notification System 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 the State of New Hampshire Terms and Conditions in Appendix H,
which shall form the basis of any Contract resulting from this RFP; No new terms and conditions
have been added and no existing terms and conditions have been deleted in this RFP Proposal.
  The Proposal is effective for a period of 180 days or until the Effective Date of any
resulting Contract.
  The prices quoted in the Proposal were established without collusion with other eligible
Vendors and without effort to preclude the State of New Hampshire from obtaining the best
possible competitive price; and
  The Vendor has read and included a copy of RFP 2014-146 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, the Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

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

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

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

The Cost Proposal must include the following:

- The Activities/Deliverables/Milestones Pricing Worksheet prepared using the format provided in Table F-1 of Appendix F: Pricing Worksheets and any discussion necessary to ensure understanding of data provided;

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

- A Licensing, Maintenance and Support Pricing Worksheet prepared using the format provided in Table F-3 of Appendix F: Pricing Worksheets and any discussion necessary to ensure understanding of data provided.

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

4.18.12 Section IX: Appendix- This section provided for extra materials as referenced in Appendix D- Topic O-Product Literature,
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.

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 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 four (4) factors:

- 40 points - Proposed Solution;
- 10 points – Vendor’s Technical, Service and Project Management Experience;
- 10 points – Vendor Company and Staffing Qualifications; and
- 40 points – Solution Cost (Rates and Pricing)
- 100 points - Total Possible Score.

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

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

5.3 Planned Evaluations

The State plans to use the following process:

- Initial screening;
- Preliminary scoring of the Proposals and reference and background checks;
- Oral interviews and product demonstrations;
- Best and Final Offer (BAFO), if appropriate, and
- Final evaluation of Proposals.
5.3.1 Initial Screening
The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: Minimum Standards for Proposal Consideration. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

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

5.3.3 Optional Oral Presentations and Product Demonstrations
Oral Presentations and Product Demonstrations will be held if necessary. 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.

5.3.4 Final Evaluation
The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering. 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 Software Solution
The Vendor’s Proposed Software Solution will be allocated a maximum score of (40) points. These points will include, but not be limited to, the following sub-factors for the software Solution: Overall Fit; Features and Optional Features, Usability, and estimated size of Vendor subscriber base.

5.4.2 Scoring of Vendor Technical, Service, and Project Management Proposal
Vendor proposed Services will be allocated a maximum score of (10) points, which will include, but not be limited to, the following sub-factor narratives on: Technical Expertise; Ability to provide Professional Services and support.
5.4.3 Scoring of Vendor Company and company experience
Vendor qualifications (including any Subcontractors) will be allocated a maximum score of (10) points which will include, but not be limited to, the following sub-factors: corporate qualifications including time in operation and stability; Company references;

5.4.4 Scoring the Solution Cost
Vendor proposed Software Solution cost will be allocated a maximum score of (40) points. The State will consider the fee based reimbursement fee schedule explained in Section F and as represented in Tables F1.1 and F1.2. For the purpose of scoring the number of active users in year two will be assumed to be 100,000. Cost information required in a Proposal is intended to provide a sound basis for comparing costs.

THE FOLLOWING FORMULA WILL BE USED TO ASSIGN POINTS FOR COSTS:

\[ \text{Vendor's Cost Score} = \left( \frac{\text{Lowest Proposed Cost}}{\text{Vendor's Proposed Cost}} \right) \times \text{NUMBER OF maximum points for Solution costs defined in Section 5.1: Scoring Proposals.} \]

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

A-1 Department of Safety Homeland Security and Emergency Management

The NH Dept. of Safety, HSEM is responsible for protecting the lives and property of the citizens of NH.

The mission of the NH Dept. of Safety, HSEM is: to inform and make aware the citizens and transients in NH of any pending threats to life and/or property.

Project Overview/Justification (Context for this Request)

Goals and Objectives for Emergency Notification System: The purpose of this RFP is to solicit sealed proposals from qualified vendors for all of the necessary goods and services required to provide the State of NH, Dept. of Safety and HSEM with a cell phone alerting system. This system will notify cell phone users and target specific geo-target areas defined by a message originator. Once complete, this ENS will alert and warn the public citizens and transients of NH through text messages. Additional features facilitating the notification of the target notification group will be considered. This system will support mission critical emergencies in near real time.

A-2 Department of Information Technology and Technology Status

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

A-2.1 Technical Architecture

Components of the State’s technical architecture include:

- State Network Environment: The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines, wireless, Voice over IP (VOIP) and VPN technologies. Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). Direct support is provided for twenty-one partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.

- Internet Access: All State agencies are connected to the State’s intranet which is being redesigned to function as the statewide core network in addition to facilitating access to e-mail, the
Internet, and the State’s financial applications. Some agencies additionally have their own Internet service providers.

**A-2.2 Future Systems Environment**

Future design and development efforts should conform to the emerging environment as defined by current information technology initiatives, the New Hampshire Statewide Strategic Information Technology Plan, and the State’s e-Government Architecture Plan. This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-payment, content search), where possible.

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

- **a.** Certificate of Good Standing/Authority (Appendix G-2-item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: [www.sos.nh.gov/corporate/Forms.html](http://www.sos.nh.gov/corporate/Forms.html)
- **b.** Certificate of Vote (Appendix G-2-Item B)
- **c.** Proof of Insurance compliant with Appendix H: State of New Hampshire Terms and Conditions.

**A-4 State Project Team**

State high-level staffing for the Project will include:

**A-4.1 Project Sponsor**

The Project Sponsor, the Department of Safety Commissioner, 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 will be responsible for:

- Leading the Project;
- Developing Project strategy and approach;
- Engaging all Vendors;
- Managing significant issues and risks; and
- Managing stakeholders’ concerns.
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

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 90% of all mandatory requirements listed.

B-3 Current Use of Vendor Proposed Software – Current Implemented Sites of Vendor proposed software
Components that constitute the Vendor’s proposed Software suite must be fully implemented and operational in at least one (1) government entity comparable in size and complexity to the State of New Hampshire.

B-4 Vendor Implementation Service Experience
The Implementation Vendor must have completed the Vendor proposed Software Implementation for at least one (1) government client comparable in size and complexity to the State of New Hampshire within the last two (2) years. The specific Vendor proposed Software version and functionality must be described.
APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK

This Emergency Notification System / service must attain for all of NH DOS and HSEM the capability to originate and send informational statements, alert notifications, and high severity warnings to cell phones in any part or all NH using text at a minimum. Recipients of NH DOS, HSEM ENS messages must receive privacy and anonymity. HSEM must also have the capability to mark messages as High Severity.

C-2 REQUIREMENTS

Table C-2 General System Requirements -Vendor Response Checklist

<table>
<thead>
<tr>
<th>REQ #</th>
<th>REQUIREMENT/DELIVERABLE</th>
<th>M/O</th>
<th>Y/M/N (SEE ABOVE)</th>
<th>VENDOR COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BUSINESS REQUIREMENTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>System will send message such as Amber Alert support messages, Critical life/safety alerts, and NWS NOAA warnings.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>System must have the capability to limit the geographic alert area to which the message is sent according to the needs of the State. In some cases this may extend beyond the boundaries of a town, county or State.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Vendor must conduct training Sessions for State Personnel to acquaint themselves with the message origination website tool.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>User must have the option of not receiving messages, either by not downloading required application or by easily disabling pre-loaded application.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>If downloadable application is required, it must be compatible with the majority of currently used operating systems and must be free of charge.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Vendor must deliver training materials to the State.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Message will persist throughout a time period defined by the State or will persist until canceled by the State.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Vendor must provide proof that there is no unauthorized access to notice origination ability.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>System allows the State to designate user groups for emergency messages within State staff members.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Message must notify individuals who travel into the designated area during the time period of the message.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Messages have the ability to “wake up” receiver.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Reply to message ability for user</td>
<td>O</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Messages have the ability to contain audio</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Messages have the ability to contain video</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Messages have the ability to contain file attachments</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>System allows the State to designate user groups for emergency messages within State staff members.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>The System shall be advertised and branded as NH Alert. This name shall be the property of the State and shall survive the contract. &lt;br&gt;It is mandatory that the system has this option, however, if there is an additional cost to provide this option it shall be spelled out as an option and with the additional costs outline in proposal.</td>
<td>M / O</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>The System shall be run through cell phones operated by New Hampshire citizens. The system shall be judged in Year 2 using 100,000 as a standard. In Year 2 of the contract, if less than 100,000 New Hampshire cell phones are currently hosting the NH Alert system the vendor Payment shall be equal to (the number of cell phones currently hosting NH Alert) divided by 100,000 multiplied by the payment otherwise due in Year 2.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### GENERAL REQUIREMENTS

| G-1 | Vendor shall participate in an initial kick-off meeting to initiate the Project. | M |
| G-2 | Vendor shall provide Project Staff as specified in the RFP. | M |
| G-3 | Vendor shall submit a finalized Work Plan within ten (5) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks | M |

### TECHNICAL REQUIREMENTS

<p>| T-1 | <em>The State</em> will actively and fairly consider all types of available software for IT software procurements. Open Source Software will be considered equally alongside Proprietary Software. | M |
| T-2 | Web-based compatible and in conformance with HTML5 standards: | M |
| T-3 | GUI Interface Technologies | M |
| T-4 | Windows 7 or Higher | M |
| T-5 | Message must access user cell phones using the majority of currently used operating systems, including Android, IOS and RIM | M |
| T-6 | Messages must have ability to traverse through any major wireless carrier in NH | M |
| T-7 | Access for the State must be possible through IE | M |</p>
<table>
<thead>
<tr>
<th>SECURITY REQUIREMENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>S-1 Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.</td>
<td>M</td>
</tr>
<tr>
<td>S-2 Verify the identity or authenticate all of the system’s users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.</td>
<td>M</td>
</tr>
<tr>
<td>S-3 Enforce unique user names.</td>
<td>M</td>
</tr>
<tr>
<td>S-4 Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT’s statewide User Account and Password Policy</td>
<td>M</td>
</tr>
<tr>
<td>S-5 Enforce the use of complex passwords for general users using capital letters, numbers and special characters</td>
<td>M</td>
</tr>
<tr>
<td>S-6 Encrypt passwords in transmission and at rest within the database.</td>
<td>M</td>
</tr>
<tr>
<td>S-7 Expire passwords after 90 days.</td>
<td>M</td>
</tr>
<tr>
<td>S-8 Authorize users and client applications to prevent access to inappropriate or confidential data or services.</td>
<td>M</td>
</tr>
<tr>
<td>S-9 Provide ability to limit the number of people that can grant or change authorizations</td>
<td>M</td>
</tr>
<tr>
<td>S-10 Establish ability to enforce session timeouts during periods of inactivity.</td>
<td>M</td>
</tr>
<tr>
<td>S-11 Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (<a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a>))</td>
<td>M</td>
</tr>
<tr>
<td>S-12 The application shall not store authentication credentials or sensitive Data in its code.</td>
<td>M</td>
</tr>
<tr>
<td>S-13 Audit all attempted accesses that fail identification, authentication and authorization requirements</td>
<td>M</td>
</tr>
<tr>
<td>S-14 The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for a minimum of 90 days,</td>
<td>M</td>
</tr>
<tr>
<td>S-15 The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.</td>
<td>M</td>
</tr>
<tr>
<td>S-17 Use only the Software and System Services designed for use</td>
<td>M</td>
</tr>
<tr>
<td>S-18 The application Data shall be protected from unauthorized use when at rest</td>
<td>M</td>
</tr>
<tr>
<td>S-19</td>
<td>Keep any sensitive Data or communications private from unauthorized individuals and programs.</td>
</tr>
<tr>
<td>S-20</td>
<td>Subsequent application enhancements or upgrades shall not remove or degrade security requirements</td>
</tr>
<tr>
<td>S-21</td>
<td>Create change management documentation and procedures</td>
</tr>
<tr>
<td><strong>HOSTING REQUIREMENTS - OPERATIONS</strong></td>
<td></td>
</tr>
</tbody>
</table>
| H-1 | Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.  
State access will be via Internet 8/9/10 or above browser | M |
| H-1.a | At the State’s option, authorized third parties may be given limited access by the Vendor to certain levels of the State’s system through the VPN or through a separate network connection that meets the Vendor’s specifications. | M |
| H-2 | At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows 7 or above Professional Version 2002, Internet Explorer 6, and 128 bit encryption.  
The State will be responsible for equipment, labor, and/or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites. | M |
| H-2.a | Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and/or any other conditions arising on the State’s internal network or, more generally, outside the Vendor’s firewall or any issues that are the responsibility of the State Internet Service Provider. | M |
| H-3 | Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services. | M |
| H-4 | Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F. | M |
| H-5 | Data Center Humidity shall be non-condensing and be maintained between 40-55% with maximum dew point of 62 °F. | M |
| H-6 | Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount | M |
of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.

| H-7 | Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation. | M |
| H-8 | Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring. | M |
| H-9 | Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire. | M |
| H-10 | The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center. | M |
| H-11 | Vendor must monitor the application and all servers. | M |
| H-12 | Vendor shall manage the databases and services on all servers located at the Vendor’s facility. | M |
| H-13 | Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer. | M |
| H-14 | Vendor shall monitor System, security, and application logs. | M |
| H-15 | Vendor shall manage the sharing of data resources. | M |
| H-16 | Vendor shall manage daily backups, off-site data storage, and restore operations. | M |
| H-17 | The Vendor shall monitor physical hardware. | M |
| H-18 | The Vendor shall immediately report any breach in security to the State of New Hampshire. Vendor is to provide written verification of HW and SW anti-Virus and system upgrade/patches to meet State requirements. IE: Log entries, security reviews, operating system patches and AV updates etc. | M |

**HOSTING REQUIREMENTS – DISASTER RECOVERY**

| H-19 | Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire. | M |
| H-20 | Vendor shall have documented disaster recovery plans | M |
that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-21</td>
<td>The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.</td>
</tr>
<tr>
<td>H-22</td>
<td>Vendor shall adhere to a defined and documented backup schedule and procedure.</td>
</tr>
<tr>
<td>H-23</td>
<td>Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.</td>
</tr>
<tr>
<td>H-24</td>
<td>Scheduled backups of all servers must be completed regularly, weekly as a minimum.</td>
</tr>
<tr>
<td>H-25</td>
<td>The minimum acceptable frequency is differential backup daily, and complete backup weekly.</td>
</tr>
<tr>
<td>H-26</td>
<td>Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.</td>
</tr>
<tr>
<td>H-27</td>
<td>If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.</td>
</tr>
<tr>
<td>H-28</td>
<td>Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs. Vendor will supply periodic proof of data backups, backup testing to insure data is available and proof that data is being held offsite.</td>
</tr>
</tbody>
</table>

**HOSTING REQUIREMENTS – NETWORK ARCHITECTURE**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-29</td>
<td>The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.</td>
</tr>
<tr>
<td>H-30</td>
<td>The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.</td>
</tr>
<tr>
<td>H-31</td>
<td>Where redundant connections are not provided, then the Internet Vendor who provides the Internet service</td>
</tr>
</tbody>
</table>


to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State’s Service.

| H-32 | The Vendor’s network architecture must include redundancy of routers and switches in the Data Center. | M |
| H-33 | Remote access shall be customized to the State’s business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN). | M |

**HOSTING REQUIREMENTS - SECURITY**

| H-34 | The Vendor shall employ security measures ensure that the State’s application and data is protected. | M |
| H-35 | If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted. | M |
| H-36 | All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection. | M |
| H-37 | All components of the infrastructure shall be reviewed and tested to ensure they protect the State’s hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability. | M |
| H-38 | In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code. | M |
| H-39 | The Vendor shall notify the State’s Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence. | M |
| H-40 | The Vendor shall ensure its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the Vendor’s hosting infrastructure and/or the application. | M |
| H-41 | The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts. | M |
| H-42 | The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor’s hosting infrastructure and/or the application upon request. | M |
The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.

### HOSTING REQUIREMENTS - SERVICE LEVEL AGREEMENT

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-43</td>
<td>The Vendor’s System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.</td>
</tr>
<tr>
<td>H-44</td>
<td>Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.</td>
</tr>
<tr>
<td>H-45</td>
<td>Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.</td>
</tr>
<tr>
<td>H-46</td>
<td>The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;</td>
</tr>
<tr>
<td>H-47</td>
<td>The Vendor response time for support shall conform to the specific deficiency class as described in RFP Terms and Definitions</td>
</tr>
<tr>
<td>H-48</td>
<td>The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.</td>
</tr>
<tr>
<td>H-49</td>
<td>The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.</td>
</tr>
<tr>
<td>H-50</td>
<td>A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.</td>
</tr>
<tr>
<td>H-51</td>
<td>The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.</td>
</tr>
<tr>
<td>H-52</td>
<td>The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window</td>
</tr>
<tr>
<td>H-53</td>
<td>The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.</td>
</tr>
</tbody>
</table>
A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.

All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.

If needed for the transfer of documents or files, vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.

C-3 DELIVERABLES

Table C-3 Deliverables Vendor Response Checklist

<table>
<thead>
<tr>
<th>Activity, Deliverable or Milestone</th>
<th>Deliverable Type</th>
<th>Explain how your Solution meets the requirement. Cite the page of your Proposal.</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct training Sessions and provide training documents</td>
<td>Non SW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide logins and passwords</td>
<td>Non SW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Test Conducted (State)</td>
<td>Non SW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>User Acceptance</td>
<td>Written</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

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

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proposed Software Solution</strong></td>
<td></td>
</tr>
<tr>
<td>Topic 0 - Product Literature</td>
<td>10</td>
</tr>
<tr>
<td>Topic 1 - Ad Hoc Reporting</td>
<td>5</td>
</tr>
<tr>
<td>Topic 2 - System Security</td>
<td>8</td>
</tr>
<tr>
<td>Topic 3 - Hosted System (if applicable)</td>
<td>5</td>
</tr>
<tr>
<td><strong>Technical, Services and Project Management Experience</strong></td>
<td></td>
</tr>
<tr>
<td>Topic 4 - Backup and Recovery</td>
<td>3</td>
</tr>
<tr>
<td>Topic 5 - Assurance of Business Continuity</td>
<td>3</td>
</tr>
<tr>
<td>Topic 6 - Archiving</td>
<td>2</td>
</tr>
<tr>
<td>Topic 7 - Testing</td>
<td>4</td>
</tr>
<tr>
<td>Topic 8 - User Training Approach</td>
<td>6</td>
</tr>
<tr>
<td>Topic 9 - Support and maintenance</td>
<td>2</td>
</tr>
<tr>
<td>Topic 10 – Vendor estimated subscriber base</td>
<td>6</td>
</tr>
<tr>
<td>Topic 11 – Opting in and opting out</td>
<td>3</td>
</tr>
<tr>
<td>Topic 12 - Help Desk Support</td>
<td>1</td>
</tr>
<tr>
<td>Topic 13 - Work Plan</td>
<td>No Limit</td>
</tr>
</tbody>
</table>

D-1 PROPOSED SOFTWARE SOLUTION

This section provides a series of topics related to the proposed Software Solution that the State of New Hampshire will consider in choosing an emergency notification system.

**Topic 0 – Product Literature**

Response Page Limit: 10

Provide an appendix with sales literature describing the functionality of the proposed Software. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.
Topic 1 – Reporting
Response Page Limit: 5

Does the system have the capability to archive, sort and report on message activity and status?

Topic 2 - System Security
Response Page limit: 5

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. 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 message origination 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 unauthorized 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.

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

- What process or methodology is employed within the proposed Software to ensure Data integrity?

- To what degree does the approach rely on System assurance capabilities of the relational database management system (RDMS)?

- If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?

- What out-of-the-box system assurance reports are provided for online and offline processing?

**Topic 3. – Hosted System**

Response Page limit: 5

The State will evaluate the degree to which the hosted System will suit its needs.

Describe the hosting plan including hardware and software platforms, software utilities, telecommunications resources, security measures and business continuity plans. Include a description of servers, computers, software, programming capability and other equipment and technical resources which will be used to design, develop, implement and maintain the application. Provide the type and speed of the connection including information on redundancy, disaster recovery and security.
D-2 Technical, Services and Project Management Experience

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

Topic 4 – Backup and Recovery
Response Page Limit: 3

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

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

The State believes that additional Software license fees solely related to redundancy for backup and recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

Topic 5 – Assurance of Business Continuity
Response Page Limit: 3

The State will evaluate the degree to which the plan proposed to assure business continuity mitigates risk to the State, and its potential for Implementation (cost effective and easy to implement).

- The State wishes to consider provision for assurance of business continuity as an optional component of the Solution.

- Please provide a statement containing you continuity of Operations Plan in the event of catastrophic data center failure.

Topic 6 – Archiving
Response Page Limit: 2

The State will evaluate the degree to which the proposed archiving and retrieval scheme balances response time, or offline and online processing with the value of accessing historical Data.

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

**Topic 7 – Testing**

Response Page Limit: 4 – 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-1: Testing and Acceptance. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a proposed test plan.
- How much time should the State allow to complete User Acceptance Testing?
- The State requires that the authentication/authorization methods are sound, that the PII data included is protected and that code is secure so no one can post malicious messages. Please discuss.
- What test management tools and documents will be employed in quality assurance testing prior to delivery? 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?
- What Documentation 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.)
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- What specific Software tools will be used to isolate performance problems?
What tools will be used to document and track status of suspected Defects?
Will these tools be available to the State after the Project is completed?
What role will the State play in classification and prioritization of Defects?
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 8– User Training Approach**

Response Page Limit: 6

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

- The State understands the importance of training for a successful Software Implementation. The State seeks a detailed discussion of training alternatives in addition to a recommended training approach.

- Describe the process for an assessment of needs; identifying casual, power, and specialty users; developing a curriculum for each audience; and conducting, evaluating, and refining training courses.

- 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?
  - Describe how testing will be maintained and if periodic testing is required when system has been idle.
  - Will future periodic testing have bearing on a usage cost?
Topic 9 – 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.

- Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.  
- Describe how 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  
- What is your annual estimated system uptime and how did you arrive at the estimate?

Topic 10 – Vendor Estimated Subscriber Base  
Response Page Limit: 6  
What is the vendor estimated base. What percent of cell phones in any given area can your notification system expect to reach? What is the coverage success rate of existing cell phone users in areas covered by your notification system.
Topic 11 – Opting in and opting out
Response Page Limit: 3
Can a cell phone user opt out of your notification system?
Must a cell phone user opt in to receive notifications through your notification system?
Does your notification system require a subscription to the service in order to receive messages?
Does your notification system reach cell phone users that have not subscribed to your system?

Topic 12 – Help Desk Support
Response page limit: 1
Do you provide 24/7 help desk support as a customer service?
Is help desk support an additional cost?

Topic 13 – Work Plan
Response page limit: unlimited
Provide a written work plan and schedule
APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting an emergency notification system and follow on support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about corporate qualifications of each Vendor proposed to participate in the Project.

This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

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

E-1.1 Vendor and Subcontractors

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

E-1.1.1 Corporate Overview (2 page limit)

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

E-1.1.2 Financial Strength

Provide at least one of the following:

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

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

Required Payment Method: The term of this contract shall be three years, more or less depending on the date of Governor and Executive Council approval and there shall be two total payments for this three year period. The first payment shall be subsequent to the successful completion of User Acceptance testing, Warranty and System Acceptance. The second payment shall take place one year after the first payment and be equal to the first payment with the following condition:

The System shall be expected to achieve the goal of being resident in 100,000 New Hampshire cell phones within one year of System Acceptance. If there are less than 100,000 active users at that time, payment shall be the number of active users divided by 100,000 multiplied by the full Year 2 payment amount.

F-1 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List

The Vendor must include, within the Firm 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. The following format must be used to provide this information.

Table F-1.1: Activities/Deliverables/Milestones Pricing Worksheet

<table>
<thead>
<tr>
<th>Activity, Deliverable or Milestone</th>
<th>Proposed Date</th>
<th>Pricing/Payment</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Table F-1.2: Payment Year 2

<table>
<thead>
<tr>
<th>Activity, Deliverable or Milestone</th>
<th>Proposed Date</th>
<th>Pricing/Payment</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Page 38 of 84
Conduct inventory of active users.

Year 2 Payment*

| TOTAL |

*Payment shall be equal to Year 1 total Payment X Active Users/100,000

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

Table F-2: Future Vendor Rates Worksheet

<table>
<thead>
<tr>
<th>Position Title</th>
<th>SFY 2013</th>
<th>SFY 2014</th>
<th>SFY 2015</th>
<th>SFY 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
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<tr>
<td>Position #1</td>
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<tr>
<td>Position #2</td>
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<tr>
<td>Position #3</td>
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</tbody>
</table>

F-3 Licensing, Maintenance, and Support Pricing Worksheet

Table F-3: Software Licensing, Maintenance, and Support Pricing Worksheet

<table>
<thead>
<tr>
<th>Software</th>
<th>Initial Cost</th>
<th>Cost Year 1</th>
<th>Max Cost Year 2</th>
<th>Cost Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Emergency Messaging</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Optional Services*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Table F-1-1 | Table F-1-2 | $ 0 |

* Optional services may be proposed. These services will not be counted for cost scoring purposes.
APPENDIX G-1 SECURITY

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

- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.

Make available to the for review and audit purposes all software development processes and require training for application developers on secure coding techniques.
APPENDIX G-2 TESTING REQUIREMENTS

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

G-1.1 Test Planning and Preparation

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

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

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

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

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

G-1.2 Testing

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.
Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

<table>
<thead>
<tr>
<th><strong>Installation Testing</strong></th>
<th>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.</th>
</tr>
</thead>
</table>
| **User Acceptance Testing (UAT)** | A: Validate the integration with NOAA Weather Warnings. This may be demonstrated by relaying a NOAA weekly test or monthly test or actual warning. A message originating from the NWS / NOAA will prove to be shown on the display of a cell phone device subscribed to the NH ENS.
B: Validate the integration with NH DOS primary and alternate Warning points for message origination. This may be demonstrated by each Warning point originating a message, transmitting the message, receiving and displaying the message on subscriber devices of the test team.
C: Validate that a subscriber using an Android operating system receives a NH ENS message. This may be demonstrated by NH DOS originating a NH ENS message and then receiving and displaying the message on an Android based phone of the test team.
D: Validate that a subscriber using an IOS operating system receives a NH ENS message. This may be demonstrated by NH DOS originating a NH ENS message and then receiving and displaying the message on an IOS based phone of the test team.
E: Validate that a subscriber using any of the NH major wireless carriers including Verizon Wireless, AT&T, US Cellular, Sprint and T-mobile can receive a NH ENS message. This may be demonstrated by NH DOS originating a NH ENS message and then receiving and displaying the message on subscriber cell phones using each one of the major carriers in NH.
F: "Message expiration and canceling of message"
Validate that a message time duration set up by a NH ENS originator does expire at the end of the message duration time. Also validate that a message with a set duration time can be cancelled. This can be demonstrated by a NH ENS subscriber traveling into a message area shortly after a message cancellation or message duration time termination has expired. Demonstrate that the message is no longer viewable on the transient subscriber cell phone.  |

Testing of optional functions if included or purchased:
a: "user Groups"
Validate that a NH ENS transmitted message reaches only the test team and does not display on a device not belonging to the test team group. This will confirm that message groups can be set up for internal DOS staff messaging.

b: transient subscribers arriving into a message area"
Validate that a NH ENS subscriber can be out of a message area and then travel into a valid message area and the NH ENS message will be displayed on the NH ENS subscriber cell phone.

c: "Subscriber receiver wake up"
Validate that when a NH ENS subscriber device is set to mute or silent, an optional audio message can still be heard immediately on the device. (An audio message will override any mute or silent user setting)
This can be demonstrated by first muting all test team phones and then sending a NH ENS message containing audio to the test group. Confirm the message was heard on each device of the test group.

d: "Audio, video or file attachments"
Validate that a NH ENS message can contain audio.
Transmit an audio message using NH ENS to a NH ENS subscriber. Listen and verify that the test team can receive and hear an audio message on their device.
Transmit a video message using NH ENS to a NH ENS subscriber. View and verify that the test team can receive and view an audio message on their device.
Transmit a message containing a file attachment using NH ENS to a NH ENS subscriber. Verify that the test team can receive and open a user device compatible file attachment on their device.

<table>
<thead>
<tr>
<th>Performance Tuning and Stress Testing</th>
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<tr>
<td>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</td>
</tr>
</tbody>
</table>

**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 helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

**Tuning**

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

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

**Implementing Performance and Stress Test**

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

**Scheduling Performance and Stress Testing**

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

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

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

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

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

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

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

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

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

| Regression Testing | As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements. a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan. b.) The Vendor shall notify the State no later than five (5) business days from the Vendor’s receipt of written notice of the test failure when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State. c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives: 1. validate that the change/update has been properly incorporated into the program; and 2. validate that there has been no unintended change to the other portions of the program. d.) The Vendor will be expected to: 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly; 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and 3. Manage the entire cyclic process. e.) The Vendor will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting. In designing and conducting such regression testing, the Vendor |
will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Vendor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

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

### Security Review and Testing

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

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

<table>
<thead>
<tr>
<th>Service Component</th>
<th>Defines the set of capabilities that:</th>
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<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 permission 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>
<tr>
<td>Input Validation</td>
<td>Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server</td>
</tr>
</tbody>
</table>
In their proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party Penetration Tests (pen test) or code analysis and review.

Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance. All Software and hardware shall be free of malicious code (malware).
APPENDIX G-3: CERTIFICATES

A. Certificate of Good Standing

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

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

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

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

B. Certificate of Authority/Vote

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

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

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

SOURCE OF AUTHORITY

Authority must come from the governing body, either:

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

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

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

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

APPROPRIATE PERSON SIGNED THE CERTIFICATE

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

## AGREEMENT

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

### GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1. IDENTIFICATION.</th>
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<tbody>
<tr>
<td>1.1 State Agency Name</td>
<td>1.2 State Agency Address</td>
</tr>
<tr>
<td>1.3 Vendor Name</td>
<td>1.4 Vendor Address</td>
</tr>
<tr>
<td>1.5 Vendor Phone Number</td>
<td>1.6 Account Number</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 Vendor Signature</td>
<td>1.12 Name and Title of Vendor Signatory</td>
</tr>
<tr>
<td>1.13 Acknowledgement: State of , County of</td>
<td></td>
</tr>
<tr>
<td>On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</td>
<td></td>
</tr>
<tr>
<td>1.13.1 Signature of Notary Public or Justice of the Peace</td>
<td>[Seal]</td>
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<tr>
<td>1.13.2 Name and Title of Notary or Justice of the Peace</td>
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<tr>
<td>1.14 State Agency Signature</td>
<td>1.15 Name and Title of State Agency Signatory</td>
</tr>
<tr>
<td>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</td>
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<tr>
<td>By:</td>
<td>Director, On:</td>
</tr>
<tr>
<td>1.17 Approval by the Attorney General (Form, Substance and Execution)</td>
<td>On:</td>
</tr>
<tr>
<td>By:</td>
<td></td>
</tr>
<tr>
<td>1.18 Approval by the Governor and Executive Council</td>
<td>On:</td>
</tr>
</tbody>
</table>
2. EMPLOYMENT OF VENDOR /SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor 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 Vendor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 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 Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Vendor 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 Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue
to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor’s books, records and accounts for 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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Vendor 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 Vendor 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 Vendor notice of termination;

8.2.2 give the Vendor 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 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;

8.2.3 set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; 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 Vendor 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. VENDOR’S RELATION TO THE STATE. In the performance of this Agreement, the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. 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 Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Vendor 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. The Vendor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS’ COMPENSATION.
15.1 By signing this agreement, the Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers’ Compensation").
15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of
Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor 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 Vendor, or any subcontractor or employee of Vendor, 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 Vendor.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.
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 $220,000 budgeted for this Project. First year payment will be ½ of total three year contract price. Second year payment will be according to Appendix F, subject to Appendix H: State of New Hampshire Terms and Conditions, Section 4: Conditional Nature of Agreement and Section 5: Contract Price/Price Limitation/Payment.

H-25.4 State Contracts
The State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware Contracts to acquire supporting Software and hardware.

H-25.5 Vendor Staff
In the Proposal the Vendor shall assign and identify a Project Manager and key Vendor staff, in accordance with the Requirements and Deliverables of Appendix C: System Requirements and Deliverables and Appendix E: Standards for Describing Vendor Qualifications.

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

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

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

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

H-25.6 Work Plan

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

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

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

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

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

**H-25.7 Change Orders**

The State may make changes or revisions at any time by written Change Order. 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 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.

**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 Section 8 and H-25.14, and the State Shall have the right, at its option, to pursue the remedies in Section Appendix H-25.14.1 as well as to return the Vendor’s product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State’s refund request.

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

H-25.9.2 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;
f. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
   1) nature of the Deficiency;
   2) current status of the Deficiency;
   3) action plans, dates, and times;
   4) expected and actual completion time;
   5) Deficiency resolution information;
   6) Resolved by;
   7) Identifying number i.e. work order number;
   8) Issue identified by;

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

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 for five (5) years of maintenance after delivery and the warranty period of ninety (90) days.

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, 8) Issue identified by; and

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

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

**H-25.12 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-25.11.2 Shipping and Delivery Fee Exemption**

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

**H-25.12.3 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 work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

**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

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

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

H-25.12.8 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 data of any kind (hereinafter “Information”), Vendor understands and agrees to the following rules:

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

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Vendor access or attempt to access any information without having the express authority to do so.
c. That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and/or agreements relating to system entry/access.

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

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

H-25.12.10 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, lockouts, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Vendor’s inability to hire or provide personnel needed for the Vendor’s performance under the Contract.
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 Section H-25.12.14: Confidential Information shall survive the termination or conclusion of a Contract.

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 Appendix F-5: Software Licensing, Maintenance, and Support Pricing, as Table F-5: Software Licensing, 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.
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**

This section H-25.14 shall survive termination or Contract conclusion.

**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 breached and pursue any of its remedies at law or in equity, or both.

e) Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.
In the event of default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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

H-25.14.2 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 Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions.

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

H-25.15.2 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 the Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor’s indemnification obligations set forth in the Appendix H Contract
Agreement - Sections 13: Indemnification and confidentiality obligations in Appendix H 25.12.14: Confidential Information, 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.

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
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 Section 25-10.1: Warranty Period.

H-25.21 Federal Grant Funds
This Project is funded with federal grant funds. If federal funds become unavailable the Department of Safety reserves the right to cancel or modify the contract based upon federal grant funding left available to the project.

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

<table>
<thead>
<tr>
<th>Acceptance</th>
<th>Notice from the State that a Deliverable has satisfied Acceptance Test or Review.</th>
</tr>
</thead>
<tbody>
<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>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>CCP</td>
<td>Change Control Procedures</td>
</tr>
<tr>
<td><strong>CR</strong></td>
<td>Change Request</td>
</tr>
<tr>
<td><strong>COTS</strong></td>
<td>Commercial Off-The-Shelf Software</td>
</tr>
<tr>
<td><strong>CM</strong></td>
<td>Configuration Management</td>
</tr>
<tr>
<td><strong>Certification</strong></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><strong>Change Control</strong></td>
<td>Formal process for initiating changes to the proposed solution or processes once development has begun.</td>
</tr>
<tr>
<td><strong>Change Order</strong></td>
<td>Formal documentation prepared for a proposed change in the Specifications.</td>
</tr>
<tr>
<td><strong>Completion Date</strong></td>
<td>End date for the Contract</td>
</tr>
<tr>
<td><strong>Confidential Information</strong></td>
<td>Information required to be kept Confidential from unauthorized disclosure under the Contract</td>
</tr>
<tr>
<td><strong>Contract</strong></td>
<td>This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.</td>
</tr>
<tr>
<td><strong>Contract Conclusion</strong></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><strong>Contract Documents</strong></td>
<td>Documents that comprise this Contract</td>
</tr>
<tr>
<td><strong>Contract Managers</strong></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><strong>Contracted Vendor</strong></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><strong>Conversion Test</strong></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><strong>COTS</strong></td>
<td>Commercial off the Shelf</td>
</tr>
<tr>
<td><strong>Cure Period</strong></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><strong>Custom Code</strong></td>
<td>Code developed by the Vendor specifically for this project for the State of New Hampshire</td>
</tr>
<tr>
<td><strong>Custom Software</strong></td>
<td>Software developed by the Vendor specifically for this project for the State of New Hampshire</td>
</tr>
<tr>
<td><strong>Data</strong></td>
<td>State’s records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term</td>
</tr>
<tr>
<td><strong>DBA</strong></td>
<td>Database Administrator</td>
</tr>
<tr>
<td><strong>Deficiencies/Defects</strong></td>
<td>A failure, deficiency, or defect in a Deliverable resulting in a</td>
</tr>
</tbody>
</table>
Deliverable, the Software, or the System, not conforming to its Specifications.

**Class A Deficiency** – 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.

**Class B Deficiency** – 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.

**Class C Deficiency** – 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.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department</td>
<td>An agency of the State</td>
</tr>
<tr>
<td>Department of Information Technology (DoIT)</td>
<td>The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.</td>
</tr>
<tr>
<td>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>Digital Signature</td>
<td>Guarantees the unaltered state of a file</td>
</tr>
<tr>
<td>Effective Date</td>
<td>The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.</td>
</tr>
<tr>
<td>Encryption</td>
<td>Supports the encoding of data for security purposes</td>
</tr>
<tr>
<td>Enhancements</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; |
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Fixed Price Contract</td>
<td>A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract</td>
</tr>
<tr>
<td>Fully Loaded</td>
<td>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</td>
</tr>
<tr>
<td>GAAP</td>
<td>Generally Accepted Accounting Principles</td>
</tr>
<tr>
<td>Governor and Executive Council</td>
<td>The New Hampshire Governor and Executive Council.</td>
</tr>
<tr>
<td>Harvest</td>
<td>Software to archive and/or control versions of software</td>
</tr>
<tr>
<td>Identification and Authentication</td>
<td>Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users</td>
</tr>
<tr>
<td>Implementation</td>
<td>The process for making the System operational for processing the Data.</td>
</tr>
<tr>
<td>Implementation Plan</td>
<td>Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.</td>
</tr>
<tr>
<td>Information Technology (IT)</td>
<td>Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.</td>
</tr>
<tr>
<td>Input Validation</td>
<td>Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization</td>
</tr>
<tr>
<td>Intrusion Detection</td>
<td>Supports the detection of illegal entrance into a computer system</td>
</tr>
<tr>
<td>Invoking Party</td>
<td>In a dispute, the party believing itself aggrieved</td>
</tr>
<tr>
<td>Key Project Staff</td>
<td>Personnel identified by the State and by the contracted vendor as essential to work on the Project.</td>
</tr>
<tr>
<td>Licensee</td>
<td>The State of New Hampshire</td>
</tr>
<tr>
<td>Non Exclusive Contract</td>
<td>A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.</td>
</tr>
<tr>
<td>Non-Software Deliverables</td>
<td>Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other</td>
</tr>
<tr>
<td>Normal Business Hours</td>
<td>Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>The State Contract Manager’s written direction to the Vendor.</td>
</tr>
<tr>
<td><strong>(NTP)</strong></td>
<td>to begin work on the Contract on a given date and time</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Open Data Formats</strong></td>
<td>A data format based on an underlying Open Standard.</td>
</tr>
<tr>
<td><strong>Open Source Software</strong></td>
<td>Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.</td>
</tr>
<tr>
<td><strong>Open Standards</strong></td>
<td>Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.</td>
</tr>
<tr>
<td><strong>Operating System</strong></td>
<td>System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.</td>
</tr>
<tr>
<td><strong>Operational</strong></td>
<td>Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.</td>
</tr>
<tr>
<td><strong>Order of Precedence</strong></td>
<td>The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.</td>
</tr>
<tr>
<td><strong>Project</strong></td>
<td>The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.</td>
</tr>
<tr>
<td><strong>Project Team</strong></td>
<td>The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.</td>
</tr>
<tr>
<td><strong>Project Management Plan</strong></td>
<td>A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.</td>
</tr>
<tr>
<td><strong>Project Managers</strong></td>
<td>The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).</td>
</tr>
<tr>
<td><strong>Project Staff</strong></td>
<td>State personnel assigned to work with the Vendor on the project.</td>
</tr>
<tr>
<td><strong>Proposal</strong></td>
<td>The submission from a Vendor in response to the Request for a proposal or statement of work.</td>
</tr>
<tr>
<td><strong>Regression Test Plan</strong></td>
<td>A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.</td>
</tr>
<tr>
<td><strong>Review</strong></td>
<td>The process of reviewing Deliverables for Acceptance.</td>
</tr>
<tr>
<td><strong>Review Period</strong></td>
<td>The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.</td>
</tr>
<tr>
<td><strong>RFP (Request for Proposal)</strong></td>
<td>A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.</td>
</tr>
<tr>
<td><strong>Role/Privilege Management</strong></td>
<td>Supports the granting of abilities to users or groups of users of a computer, application or network.</td>
</tr>
<tr>
<td><strong>Schedule</strong></td>
<td>The dates described in the Work Plan for deadlines for</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>performance of Services and other Project events and activities under the Contract</td>
<td></td>
</tr>
<tr>
<td><strong>SaaS</strong></td>
<td>Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.</td>
</tr>
<tr>
<td><strong>Service Level Agreement (SLA)</strong></td>
<td>A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>The work or labor to be performed by the Vendor on the Project as described in the Contract.</td>
</tr>
<tr>
<td><strong>Software</strong></td>
<td>All custom Software and COTS Software provided by the Vendor under the Contract</td>
</tr>
<tr>
<td><strong>Software Deliverables</strong></td>
<td>COTS Software and Enhancements</td>
</tr>
<tr>
<td><strong>Software License</strong></td>
<td>Licenses provided to the State under this Contract</td>
</tr>
<tr>
<td><strong>Solution</strong></td>
<td>The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.</td>
</tr>
<tr>
<td><strong>Specifications</strong></td>
<td>The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, 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.</td>
</tr>
<tr>
<td><strong>State</strong></td>
<td>Reference to the term “State” shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.</td>
</tr>
<tr>
<td><strong>Statement of Work (SOW)</strong></td>
<td>A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.</td>
</tr>
<tr>
<td><strong>State’s Confidential Records</strong></td>
<td>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</td>
</tr>
<tr>
<td><strong>State Data</strong></td>
<td>Any information contained within State systems in electronic or paper format.</td>
</tr>
<tr>
<td><strong>State Fiscal Year (SFY)</strong></td>
<td>The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year</td>
</tr>
<tr>
<td><strong>State Project Leader</strong></td>
<td>State’s representative with regard to Project oversight</td>
</tr>
<tr>
<td><strong>State’s Project Manager (PM)</strong></td>
<td>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</td>
</tr>
<tr>
<td><strong>Proposal (CP).</strong></td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Subcontractor</strong></td>
<td>A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.</td>
</tr>
<tr>
<td><strong>System</strong></td>
<td>All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.</td>
</tr>
<tr>
<td><strong>TBD</strong></td>
<td>To Be Determined</td>
</tr>
<tr>
<td><strong>Technical Authorization</strong></td>
<td>Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.</td>
</tr>
<tr>
<td><strong>Test Plan</strong></td>
<td>A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.</td>
</tr>
<tr>
<td><strong>Term</strong></td>
<td>The duration of the Contract.</td>
</tr>
<tr>
<td><strong>Transition Services</strong></td>
<td>Services and support provided when the contracted vendor is supporting system changes.</td>
</tr>
<tr>
<td><strong>UAT</strong></td>
<td>User Acceptance Test</td>
</tr>
<tr>
<td><strong>Unit Test</strong></td>
<td>Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.</td>
</tr>
<tr>
<td><strong>User Acceptance Testing</strong></td>
<td>Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.</td>
</tr>
<tr>
<td><strong>User Management</strong></td>
<td>Supports the administration of computer, application and network accounts within an organization.</td>
</tr>
<tr>
<td><strong>Vendor/Vendor</strong></td>
<td>The contracted individual, firm, or company that will perform the duties and Specifications of the contract.</td>
</tr>
<tr>
<td><strong>Verification</strong></td>
<td>Supports the confirmation of authority to enter a computer system, application or network.</td>
</tr>
<tr>
<td><strong>Walk Through</strong></td>
<td>A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development.</td>
</tr>
<tr>
<td><strong>Warranty Period</strong></td>
<td>A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.</td>
</tr>
<tr>
<td><strong>Warranty Releases</strong></td>
<td>Code releases that are done during the warranty period.</td>
</tr>
<tr>
<td><strong>Warranty Services</strong></td>
<td>The Services to be provided by the Vendor during the Warranty</td>
</tr>
<tr>
<td>Period.</td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Work Hours</strong></td>
<td></td>
</tr>
<tr>
<td>Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.</td>
<td></td>
</tr>
<tr>
<td><strong>Work Plan</strong></td>
<td></td>
</tr>
<tr>
<td>The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.</td>
<td></td>
</tr>
<tr>
<td><strong>Written Deliverables</strong></td>
<td></td>
</tr>
<tr>
<td>Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.</td>
<td></td>
</tr>
</tbody>
</table>