

**DEPARTMENT OF SAFETY  
DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS**

**NEXT GENERATION 9-1-1 SYSTEM (NG9-1-1)**

**RFP 2015-170**

**RFP ISSUED.....February 11, 2015**

**VENDOR CONFERENCE.....March 9, 2015 at 10:00 A.M. (EST)**

**AT: NH Fire Academy  
98 Smokey Bear Blvd.  
Concord, NH 03301  
Classrooms 5 & 6**

**STATE POINT of CONTACT.....Robert Brown, IT Manager  
rbrown@e911.nh.gov, (603) 271-6911, Cell: (603) 856-3308**

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

**PROPOSALS DUE.....April 1, 2015, 2:30 P.M. (E.S.T.)**

**AT: Robert Brown, IT Manager  
Division of Emergency Services and Communications  
33 Hazen Drive  
Concord, NH 03305**

**STATE OF NEW HAMPSHIRE**  
**Dept. of Safety, Division of Emergency Services and Communications**  
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## **1. INTRODUCTION**

The purpose of this Request for Proposal (RFP) is to provide the State of New Hampshire, Department of Safety, Division of Emergency Services and Communications (DESC) with a solution that will implement a new 9-1-1 system. This system should implement as many NENA i3 solution components as possible, given today's standards, and as much as possible, be open to future NG9-1-1 components or standards as they are developed. We require a highly-reliable, thoroughly-tested and industry-proven solution.

Primarily, the DESC is looking to replace the existing CPE, which is approaching end of life, as well as the network delivering the calls (separate, forthcoming RFP). It is our intention to leverage or maintain as many of our existing systems as possible that are already deemed NENA i3 compatible. This should ideally lower costs as well as preserve familiarity with parts of the system for our call takers. However, the DESC is still interested to learn about any systems that vendors deem to have a competitive advantage or are required to integrate with the CPE and ESINet being proposed.

As an example, the DESC would prefer to continue to utilize Valor Systems' MiniCAD as it has custom functionality to accommodate the DESC's call handling functions. The DESC assumes at this time that replacing this component would require significant customization by another vendor. The DESC would also prefer to leverage the existing Carrier over Ethernet Network (CE Network) to continue to deliver calls for service identification, location and other data to local dispatch agencies and also potentially function as an extension to the proposed ESINet.

### **1.1 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

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issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire.

**1.2 Contract Term**

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

The Vendor shall be fully prepared to commence work by June 30, 2015, after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Vendor's initial term will begin on the Effective Date and extend through June 30, 2020. 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 June 30, 2023. Such Extended Term shall be via three (3) optional, 1-year extensions.

The maintenance and warranty period on the new system begins at provisional final system acceptance and extends through June 30, 2020. The contract will also include an option for three (3) optional, 1-year maintenance periods, at the sole discretion of the State, up to but not beyond June 30, 2023.

The Vendor shall commence work upon issuance of a written 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:

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- Hardware (Servers, workstations, etc.)
- Software (Operating systems, custom CPE solution software, etc.)
- Integration of The System with pre-existing components
- Maintenance of existing system between the time the contract is awarded and the time that cutover to the new system is accomplished.
- Complete Management Information System (MIS) for The System
- Implementation
- Training
- Support during and after cutover

#### **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.

#### **1.5 E-mail Intent to Submit Proposal**

Vendors intending to submit a Proposal shall submit an email stating their Intent to Submit Proposal. The email shall be submitted to the same email addresses provided in the Proposal Inquiries section, Section 4.2 herein. Emails shall include the subject line, "NG9-1-1 RFP Intent to Submit".

Emails shall be sent by the date and time prescribed in the Schedule of Events section, herein. It is the Vendor's responsibility to ensure that the DESC has received its "Intent to Submit Proposal" email. If a confirmation from the DESC is not received within twenty-four (24) hours from the date and time of submission, the Vendor shall call or otherwise reach the DESC contact provided for the delivery of the RFP to verify receipt.

#### **1.6 Order of Precedence**

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In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a) The State of New Hampshire Terms and Conditions, as stated in Appendix H of this RFP.
- b) The State of New Hampshire, Department of Safety Contract 2015-170 (resulting Contract from this RFP, once executed)
- c) RFP 2015-170 and all related attachments, appendices and addendum (if applicable)
- d) Final State Responses to Vendor Inquiries
- e) The Contractor Proposal to RFP 2015-170.

**2. SCHEDULE OF EVENTS**

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

<b>EVENT</b>	<b>DEADLINE / DATE</b>	<b>TIME (E.S.T.)</b>
RFP released to vendors - Advertisement (on or about)	2/11/15	12:00 PM
Vendor Inquiry Period begins (on or about)	2/11/15	4:00 PM
Vendors submit Intent to Bid (via e-mail)	3/2/15	4:00 PM
Public Advertisement Period ends	3/2/15	4:00 PM
Vendor Inquiry Period ends (final written inquiries due)	3/4/15	4:00 PM
RSVP/Notification to the State of the number of representatives attending the Vendor Conference (via e-mail)	3/4/15	4:00 PM
Vendor Conference; location identified in <i>General Instructions, Section 4.3</i>	3/9/15	10:00 AM
Final State Written Responses to Vendor Inquiries distributed to all vendors	3/13/15	4:00 PM

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Final Date for Proposal Submission (received at DESC)	4/1/15	2:30 PM
Invitations for Oral Presentations extended to vendors that pass minimum Technical Specifications Score	4/10/15	4:00 PM
Vendor Presentations and PSAP tours at Concord IPOC Bldg. Media Room (directions will be provided)	4/22/15	TBD
Proposal Evaluation completed	5/1/15	2:30 PM
Vendor Notification of Selection and Begin Contract Negotiations (on or about)	5/1/15	3:00 PM
Contract to DOS Business Office for Governor and Executive Council (G&C) preparation	5/18/15	4:00 PM
Anticipated G&C Approval	6/24/15	4:00 PM
Anticipated Notice to Proceed (requires G&C approval)	6/26/15	4:00 PM

**3. SOFTWARE, HARDWARE, REQUIREMENTS AND DELIVERABLES**

**3.1 Complete On-Site Solution**

The State seeks to purchase a fully functional NG9-1-1 on-site system with this Contract. Each Proposal must present Software and Hardware that can fully support the required functionality, as well as support services required for the cutover to the new system.

**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.*

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**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 DESC, 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, DESC**  
**Attn: Robert Brown**  
**110 Smokey Bear Boulevard**  
**Concord, New Hampshire 03301**

Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF SAFETY, DESC**

**RESPONSE TO DOS, DESC RFP 2015-170**  
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**Vendor's name must be clearly visible on each box. Each box must also be labeled sequentially (i.e. Box 1 of 4).**

Late submissions will not be accepted, will remain unopened, and will be returned to the Vendor unopened. Delivery of the Proposals shall be at the

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Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the DESC, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled or undelivered mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.

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 and PDF 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:

Telephone: (603) 271-6911  
Email: rbrown@e911.nh.gov

**Physical Address:**

Robert Brown, IT Manager  
DOS, DESC  
110 Smokey Bear Blvd.  
Concord, New Hampshire, 03301

**Mailing Address:**

Robert Brown, IT Manager

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DOS, DESC  
33 Hazen Drive  
Concord, New Hampshire, 03305

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 and provided to each Vendor deemed to have properly submitted an inquiry.

**4.2.1 Restriction of Contact With State Employees**

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

**4.3 Vendor Conference**

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

Dept. of Safety  
NH Fire Academy

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All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference. Vendors are requested to RSVP via email by the date identified in Section 2: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference. Vendors are allowed to send a maximum number of three (3) representatives.

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

Vendors are encouraged to email inquiries at least forty-eight (48) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the website by the date specified as the final State responses to Vendor inquiries as specified in Section 2: *Schedule of Events*. Vendors are responsible for any costs associated with attending the Vendor Conference.

**4.4 Alteration of RFP**

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

**4.5 RFP Addendum**

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. 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

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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**

All submissions in response to this RFP shall be deemed confidential and are exempt from public inspection under New Hampshire statute (RSA 106-H:14). Likewise, any written information provided by DESC in response to Vendor inquiry shall be deemed confidential pursuant to RSA 106-H:14 and are exempt from public inspection. Vendors shall not use or distribute DESC information for any purpose other than to construct bids and proposed solutions and, ultimately, execute the accepted solution (winning Vendor).

**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. Ideally the proposed solution will allow for single sign on access managed by a centralized directory services or it's equivalent.

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**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 and Delivery 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 or delivery 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 and help identify each section of the Proposal.

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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 Detailed Requirements and Deliverables
- **Section IV:** Narrative Responses to Scope of Work Questions
- **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, DESC**

**RESPONSE TO DOS, DESC RFP 2015-170**  
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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.

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State of New Hampshire Proposal Transmittal Form Letter

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

Address \_\_\_\_\_  
\_\_\_\_\_

**To:** NH Department of Safety DESC State Point of Contact:  
Robert Brown, IT Manager  
DOS, DESC  
33 Hazen Drive  
Concord, New Hampshire, 03305  
Telephone: (603) 271-6911  
Email: rbrown@e911.nh.gov

**RE:** Proposal Invitation Name: Next Generation 9-1-1 System  
Proposal Number: DOS DESC 2015-170  
Proposal Due Date and Time: April 20, 2015; 2:30PM

Dear Sir:

Company Name: \_\_\_\_\_ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH DOS DESC RFP 2015-170 Next Generation 9-1-1 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.

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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 2015-170 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 Detailed Requirements and Deliverables**

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

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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.

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**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,

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## **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:

- 45 points - Proposed Solution;
- 10 points – Vendor’s Technical, Service and Project Management Experience; (i.e. looking backward at experience in installing and maintaining similar to Proposal)
- 15 points – Vendor Company and Staffing Qualifications (i.e. looking forward, or capacity to fulfill Proposal); and
- 30 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;
- d. Issue a new RFP if any or all Proposals are rejected; and
- e. 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

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- Preliminary scoring of the Proposals and reference and background checks;
- Oral interviews and product demonstrations;
- Final evaluation of Proposals.

**5.3.1 Initial Screening**

The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: *Minimum Standards for Proposal Consideration*. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

**5.3.2 Preliminary Scoring of Proposals 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 Oral Interviews and Product Demonstrations**

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

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

For each invited Vendor, the oral interview and product demonstrations will be **approximately 90 minutes** in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial review of the Proposals. Optional PSAP tour will follow Vendor presentations.

**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.

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## **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 Solution**

The Vendor's Proposed Software Solution will be allocated a maximum score of forty five (45) points. These points will include, but not be limited to, the following sub-factors for the Solution: **Overall Fit; Features and Optional Features, Usability, and**

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

Vendor proposed Services will be allocated a maximum score of ten (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 fifteen (15) points which will include, but not be limited to, the following sub-factors: corporate qualifications including time in operation and stability; Company references; estimated size of Vendor subscriber base.

### **5.4.4 Scoring the Solution Cost**

Vendor proposed Software Solution cost will be allocated a maximum score of thirty (30) points. The State will consider five years of operating costs, provided in Tables F-1: *Activities/Deliverables/Milestones Pricing Worksheet*, F-5: *Software Licensing, Maintenance, and Support Pricing Worksheet* and, *Maintenance, and Support Pricing Worksheet*. 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:

Vendor's Cost Score= (Lowest Qualified Submission Cost/Vendor's Proposed Cost) times NUMBER OF maximum points for Solution costs defined in Section 5.1: Scoring Proposals.

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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.

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## **APPENDIX A: BACKGROUND INFORMATION**

### **A-1 Division of Emergency Services & Communications**

The DESC is the single 9-1-1 authority in the State of New Hampshire.

The mission of the NH Dept. of Safety, DESC is to serve as the communications link between the public and public safety agencies. We shall work daily to exceed all standards of excellence by providing state of the art E9-1-1 and other communication services. In doing so, we envision a day when every person in the State of New Hampshire will know and use 9-1-1 with the utmost confidence that a high level of assistance will follow; furthering the ideal of "One Nation, One Number."

The DESC is responsible for procuring a new 9-1-1 system with NG9-1-1 capabilities composed of various NENA i3 components. The DESC is responsible for delivering 9-1-1 calls and call data to a variety of local dispatch centers across the state. It is the desire of the DESC to procure a new NG9-1-1 capable system that can service the needs of the Division and also provide enhanced services and abilities to the dispatch centers during a call. The goal of this RFP is to procure an updated system that takes the first steps towards a NG9-1-1 system. Specifically we are looking for this new system to be IP based, support text messaging, be compatible with current NENA i3 architecture, and be open to future enhancements as the industry settles on other standards such as picture, video and telematics delivery, future accepted use of Location Information Servers(LIS), and more widespread acceptance or use of Presence Information Data Format Location (PIDF-LO).

### **A-2 Related Documents Required at Contract time**

- a.** Certificate of Good Standing with the State of NH (Appendix G-2-item A) dated on or after April 1, 2014 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 Authority/Vote (Appendix G-2-Item B)
- c.** Proof of Insurance compliant with Appendix H: *State of New Hampshire Terms and Conditions*.

### **A-3 State Project Team**

State high-level staffing for the Project will include:

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**A-3.1 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-3.2 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.

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

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

**B-1 Submission requirements**

- The Proposal is date and time stamped before the deadline as defined in Section 2: *Schedule of Events*. The Vendor has sent the proper number of copies with the original version of the Proposal marked "ORIGINAL" and the copies marked "COPY" as defined in Section 4.1: *Proposal Submission, Deadline and Location Instructions*
- The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception

**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.

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## **APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES**

### **C-1 SCOPE OF WORK**

#### **C-1-A Existing System and Background**

**1. Description of existing system see Appendix J**

**2. Systems Utilized:**

- a. Cassidian Sentinel system utilizing 2 ECS1000's and 42 workstations across the two PSAPs, connected for redundancy and load balancing via ACD
- b. Exacom Hindsight G2 system – 2 systems each with dual decks
- c. Valor <sup>TM</sup> Mini-CAD at the 42 workstations sending ANI/ALI data to 70+/- dispatch agencies around the State of New Hampshire via a Carrier over Ethernet Network. At those sites half are utilizing complete Valor <sup>TM</sup> CAD provided by the State of NH DESC integrated with MicroData xTrakker. The other half receive the CAD spill into their own CAD system via a standard NENA ANI/ALI spill over TCP/IP.
- d. 911Datamaster DBMS system with redundant ALI servers
- e. MicroData xTrakker mapping solution at 42 workstations with 2 Xstore servers which also additionally serve the 80+/- dispatch agencies
- f. Medical Priority Dispatch - current version is ProQA 3.4.3; however, we will soon be upgrading to Paramount

**3. Call Delivery and Handling**

Both PSAPs utilize 54 trunks (27 to each) delivered from diverse and redundant COs via SS7. Each carrier-providing service within the State of New Hampshire is required to interconnect redundantly and ideally diversely to the network provider. The system and network has a high degree of fault tolerance with multiple paths to ensure call delivery. This includes a fail-safe allowing one or both PSAPs to activate a mechanical “make busy” system directing all calls away from a particular PSAP to the other PSAP or potentially to default routing if both are enabled. Default routing routes the emergency calls to a previously designated local dispatch center in that calling party's municipality. Any system presented should include a similar or greater degree of fault tolerance.

All 9-1-1 calls placed in New Hampshire are distributed to one of the DESC's 2 PSAPs. The call is answered at one of these and when the nature of the emergency is determined, data is transferred to the appropriate local dispatch center for the caller's location and emergency type utilizing Valor <sup>TM</sup> MiniCAD. This data is passed via TCP/IP over the DESC's CE Network. The voice is then transferred separately to the appropriate local dispatch agency via the PSTN.

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Additional resources may be notified as required. Those callers in need of medical assistance receive Emergency Medical Dispatch instructions from a DESC PSAP call taker.

**4. Systems owned which are either NENA i3 compliant currently or will be compliant through our existing maintenance contracts at the time of implementation:**

- The DESC currently utilizes microDATA xTrakker for GIS functionality in the PSAP and at the dispatch centers. This software component can be modified to handle NENA i3 data streams and, as such, we would prefer to keep this in place. Alternatives would be considered if they are seen to deliver enhanced functionality or required to function with other systems proposed. As noted above in section 1.2 the xTrakker system is also used at the remote dispatch centers integrated with Valor <sup>TM</sup> CAD.
- The DESC currently utilizes 911Datamaster's ALI and DBMS Database solutions. These solutions can be adapted for NENA i3, specifically the LDB, LIS and ECRF/LVF functions. It is our strong preference to continue to use these solutions; however, alternatives will be considered if they are demonstrated to deliver improved functionality or are required to function with other systems proposed.
- The DESC currently utilizes ProQA for emergency medical dispatching and would prefer that this solution is able to integrate fully into any proposed systems.
- The DESC currently has a robust GIS maintenance solution that was built on-site that authors all of the 9-1-1 GIS data. The DESC does not require GIS maintenance tools or SIF functionality.

**C-1-B System Architecture**

**1. Overview**

The System shall be an IP-based system that supports a distributed architecture, utilizing a Legacy Network Gateway(LNG) if needed and where needed. The System should have the ability for rules-based call routing and include appropriate Border Control Functions (BCF) or firewalls at each point of access. The System should also utilize an IP based VoIP network for call transfer/delivery to local dispatch centers (ESI Net), while also being able to connect to the PSTN as needed for redundancy and call delivery for those not on the ESI Net.

The System must be built on open standards, secure, so that interoperability with other industry standard systems and networks is assured. It shall be compatible with our existing vendors and systems. Those systems are Valor <sup>TM</sup> CAD, 911Datamaster DBMS and ALI products, the master recording solution Exacom, and TCS xTrakker . The DESC is interested in alternative GIS or map solution to the

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xTrakker product and recommendations, if provided, should be listed in your proposal as an option only. The DESC may or may not choose to stay with this product. The System should, to the greatest extent possible, leverage the most current technologies such as server virtualization, latest operating system versions, etc.

The Answering Positions shall consist of a high-end workstation running Call Processing Software (CPE) that is capable of answering and processing both emergency and administrative calls. The CPE software shall be responsible for all call -related functionality such as call answering, call transfers, ANI/ALI display and other call processing functions on both 911 and administrative circuits.. In addition, the high-end workstations shall be capable of running ancillary software such as supplemental ALI, GIS map display and search functionality, and the transfer of CAD data. The high-end workstations must be capable of processing these applications and must include multiple displays.

All relevant portions of the proposed solution shall conform to the applicable NENA i3 standards. The System must at a minimum provide call-handling capabilities to support the current volume of call traffic as the current system at peak as well as demonstrate the ability to accommodate potential future growth, if demands required.

**2. Redundancy**

The architecture of The System shall be such that the failure of any one component or module will not result in system failure, but only the loss of the equipment associated with that module. All vital system modules must have redundant modules configured in an active-active configuration to protect against any single point of failure. It is mandatory that any central processor and audio switching matrix shall be fully duplicated in an active-active configuration. Failover shall be automatic, lossless and shall not require manual intervention. The Bidder shall describe their system architecture with respect to the major components or modules, and describe how The System will react to a failure of each major component or module.

All major components proposed in The System should be geographically redundant allowing for dual-locality of all mission-critical components of the System. No single major component failure shall disable more than 50% of The System capacity. The System shall provide the ability to “make busy” or manually shut down one PSAP forcing all requests for service to be directed to the other PSAP. This will allow for troubleshooting, training, and maintenance as required.

**3. Call Delivery**

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The calls will be provided via SIP by the individual carrier where possible and by the 9-1-1 Telephone Network Aggregator, also via SIP, where not possible. Call delivery shall be configurable for routing calls based on geography or availability or both. The DESC will provide an ECRF for the purposes of geographic call delivery decisions if needed for the System. All incoming traffic will be in SIP format. However, if the system requires a location object, an LNG or similar component should be utilized to perform the ALI request and build the Location Object before passing the call to the CPE.

**4. Call Transfer**

All calls must have the ability to be transferred to agencies configured in a pre-defined list as well as with a manual ten-digit dial. "Speed Dial" buttons or Selective Transfer buttons should be populated for Police, Fire and Medical calls automatically based on the location of the 9-1-1 call cross-referenced with the DESC's dispatch center coverage polygons. The DESC will provide an ECRF for the purposes of determining the correct dispatch center if needed for The System. The System must be able to distinguish between agencies that are directly connected to the DESC ESINet and agencies that are not. Calls which are transferred to an agency connected to the ESINet must utilize SIP directly to the agency phone system and may be routed out through the Network Aggregator gateway in the event of a communications failure inside of the ESINet.

**5. Supplemental ALI**

The System must have the ability to provide Supplemental Information for a caller based on a voluntary sign-up system. The SupALI component must be able to display, at a minimum, several line of additional information such as medical issues, electricity requirements, mobility concerns, etc. This information must be able to be stored on "per-phone-number" basis and it is desired that this information can also be geographically tied to an address for visual display on a map for the purposes of indicating that an issue exists at an address, regardless of the phone used to report the emergency. The SupALI system must have an administration program that allows for new entries, modification of existing entries and deletion of old entries. This administration program must also be able to produce reports on the age of the record, when it was entered, when it was modified and when the data was last verified. A self-registration website is desired for users to be able to submit their supplemental information to the DESC, conditional upon approval of this information by DESC staff.

**6. Instant Messaging**

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The System must have the ability to provide Instant Messaging between telecommunicators and between supervisors and all telecommunicators. The Instant Messenger must be small, efficient and be able to be configured so as to not interrupt a live call. Users should have the option to message a specific position, all staffed positions, and/or an electronic display/message board. Messages should be able to be deleted, or made "sticky" for important messages so they stay on top of the list.

**7. Questions**

1. Describe in detail how your solution will meet the requirements listed above?
2. Identify all hardware (type, manufacturer, model, and the function it supports.) necessary to support the proposed system. The listing should differentiate equipment provided by the vendor under the proposal and the equipment to be provided by the DESC.
3. Describe how your system will recover from a failover or manual shutdown of 1 PSAP.
4. What operating system does your solution require for servers and for workstations?
5. Please describe, in detail, your solution to Supplemental ALI in C-1-B-5. Can The System accommodate land lines, VoIP lines and cell phone numbers? Can you link this information to an address? To an x/y location? Can your data be included directly on a map or must it be exported, geocoded and converted to a GIS layer first?
6. Please describe, in detail, your solution to Instant Messaging in C-1-B-6.

**C-1-C Interfaces**

**1. Computer Aided Dispatch (CAD)**

The System shall have an interface to the Valor™ Computer Aided Dispatch (CAD) system. The bidder's CPE software shall run on the same workstation as the DESC Valor™ CAD system software. The CPUs will be equipped with at a minimum quad monitor cards and two monitors. There shall be only one keyboard and mouse for the call answering and CAD software. It shall provide interface to multiple CAD servers using a standard NENA CAD spill. The System shall provide CAD spill update when ALI is rebid.

**2. GIS Capabilities**

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Any GIS solution should be compatible with Valor™ CAD software. The System should be compatible with MicroData's™ Xtrakker solution in the event the DESC does not select the proposed map solution. These should be listed as options within your cost proposal.

### **3. Database**

The System shall be able to interface with the 911Datamaster™ DBMS solution for the purposes of retrieving ALI data via a land-line database and from VPCs and MPCs over the E2 circuits. DBMS will serve the role of Location Database (LDB) in this configuration. It must be able to interface with the multiple LDB servers located in Concord and Laconia and must be able to query both servers in the event of a failure at one location.

### **4. Master Log Recording**

The System shall be compatible with Exacom™ Hindsight master call recorders.

### **5. External Clock**

All components provided in this proposal should have the ability to synchronize with a net clock. The state currently owns two Spetracom Netclock model 9483 to be leveraged if deemed suitable.

### **6. Questions**

1. Describe how The System will meet the requirements of C-1-C-1
2. Describe in detail how The System will interface with Valor™ CAD.
3. Describe how the The System will interface with xTrakker if required? Please describe in detail the GIS or mapping capabilities and options of your solution.
4. Describe in detail any alternate GIS solution that you would recommend with The System. If proposing an alternate GIS solution, please describe in detail how that component will interface with Valor™ CAD, particularly in the remote dispatch centers.
5. Describe how The System will interface with 911Datamaster LDB and DBMS products.
6. Describe how The System will interface with Exacom™
7. Describe how The System will synchronize with a net clock.

### **C-1-D Call Handling / CPE**

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All calls shall be presented and include all standard call-handling features. Handling of a wireless call should be transparent to the telecommunicator in that all telephony features and functions at the telecommunicator position are the same as that of a wireline call. Single step ring-back is mandatory as the telecommunicator shall not be required to perform a manual ANI ring-back for wireless calls.

**1. ACD (Automated Call Distribution (ACD))**

The PSAP equipment shall contain an on-site intelligent call distribution system. The ACD shall contain the ability to provide seamless integration between the two primary PSAPs in Concord and Laconia. The ACD should combine both PSAP's agents into one virtual ACD. The DESC requires the seamless integration to do "look ahead" before a request for emergency services is presented to an agent to ensure their availability. This feature should not be done using "No answer call forward" technology. The incoming request for emergency services queue, in conjunction with the selected ACD scheme, presents the incoming request for emergency services to the next call-taker in the same order that the incoming request for emergency services was received. In the event of a failure or interruption of service for the "Virtual ACD" both PSAP's ACDs should have the ability to operate independently. PSAP managers shall have the ability to customize voice messages and select from several different 9-1-1 call ACD schemes, including:

- Longest idle
- Longest idle with alerting chime
- Predetermined Priority
- Ring All Calltakers
- No ACD
- Skill or Role-based call routing

All five ACD schemes ensures that no two calls with the same ANI are placed in the call waiting queue at the same time, thereby assuring that hang-ups and crank calls do not tie-up incoming trunks. A separate series of ACD queues, which are First-In First-Out (FIFO), shall be available for incoming administration calls.

**2. Instant Recall Recorder (IRR)**

The System shall be equipped with IRRs at each position and interface with a master log recorder. The master log recorder is a Multi-Channel Digital Recorder. The IRRs shall be integrated with the master log recorder.

**3. ANI/ALI Controller**

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The System may include an ANI/ALI controller as needed by the proposed solution to ensure functionality required in this proposal. The ANI/ALI controller shall comply with current protocols recommended by NENA.

**4. ALI Retrieval System Interface**

The System shall have the capability to interface to multiple ALI Retrieval systems. It must have at least two output interfaces for transmission and receipt of data to act as an interface between each database provider's ALI (Automatic Location Information) computers and the customer's premises equipment to display location information at the answering position handling the call.

**5. Automatic Number Identification**

The System shall be capable of providing visual display of the emergency caller's telephone number at the PSAP location. The System must be able to process a minimum of a 20-digit spill for wireless calls.

**6. Automatic Location Identification**

The System shall be capable of providing visual display of the calling party's street address information based on the ANI or Phase I/II wireless location. It must be capable of extracting geographical coordinate information from the ALI file received and transmitting this information to geographical mapping software.

**7. Calltaker Console and Function**

The console shall provide the ability to display the Calling Party Number and Location Information of an incoming 9-1-1 or emergency call before the call has been answered. It shall provide the ability to request the System to rebid the location of the caller and update the location in the call information display. The console shall provide the ability to perform a manual ALI request whereby the agent enters a phone number and The System performs an ALI query and displays the results on the console. This manual ALI query can be performed while the agent is idle or on a call.

**8. Reverse ALI**

The answering positions shall allow for reverse ALI lookups for 9-1-1 emergencies, testing and quality assurance if authorized by the Director of the DESC. The reverse ALI lookups shall be authorized by security within The System. Only a duty supervisor will have access to perform a reverse ALI look-up. It is also required that a report is generated daily for all reverse ALI lookups performed that captures the logged-on supervisor, the position, the time of day and telephone number of the reverse ALI

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lookup. The automated reverse ALI report will be reconciled with a manual form to ensure compliancy of system requirements.

**9. TTY Communication**

The PSAP equipment shall be capable of automatically detecting emergency calls originating from Baudot-type and ASCII2-type teletypewriters (TTY), and indicating to the telecommunicator the presence of the TTY call. The System must allow telecommunicators to communicate with TTY callers directly from their 9-1-1 answering position keyboard, without requiring the use of any external device. Telecommunicators must also be capable of manually connecting to emergency calls originating from ASCII2-type TTY equipment, as well as originating both Baudot and ASCII calls from their answering position. The answering position shall allow users to store and access (send) pre-programmed TTY messages, as well as to print the previous TTY conversations. The pre-programmed messages should be grouped under separate event type tabs for quick reference, such as Police, Fire, EMS and General. The telecommunicator shall also have the ability to create a conference between the TTY caller and up to seven (7) non- TTY parties either in 9-1-1 call-taking mode or administrative call-taking mode.

**10. Dialing**

The console shall provide a user interface where contacts can be displayed in an array of buttons for one-click dialing. One-click dialing will be based on the incoming ESN and shall be able to display at least 6 one-click options, for police, fire, and medical transfers to primary and secondary agencies. Multiple layers of these buttons must be able to be organized so that a call taker may be able to navigate to the appropriate button quickly.

**11. Abandoned Call Handling**

The console shall provide the ability to notify the agent of any abandoned calls. The notification shall be in the form of a visual indicator showing the quantity of abandoned calls as well as an audible indicator specific to abandoned calls.

**12. Call Transfers and Conference Abilities**

The PSAP equipment shall have the ability to route a call to an on-site or remote location using a single keystroke. The transfer must be capable of transferring ALI information of the original caller. It must provide the telecommunicator the ability to remain on a call and add a new party to the conversation. Any party shall be able to drop out of the conference, leaving the others talking as long as at least one of the other parties possesses supervision on their connection. Conferences should be

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set up using a single key-stroke without putting the caller on hold - the caller must remain on-line at all times. The System shall allow for up to 10 parties to be placed in a conference simultaneously.

**13. Administrative and 9-1-1 Hold**

Any administrative call shall be able to be placed on hold by selecting the hold button. Once the call is placed on hold, selecting the line button shall pick it up. The answering position shall allow the telecommunicator to place up to eight (8) 9-1-1 calls on hold. To assist in retrieving the proper call, telecommunicators shall be presented with a list of calls on hold, showing the ANI, the ESN, the trunk number, the time and date at which each call was placed on hold. Telecommunicators shall also have the capability of retrieving 9-1-1 calls that have been placed on hold at another telecommunicator's position.

**14. Monitor**

A supervisor shall have the ability to silently listen to any telecommunicator's telephone conversation from their answering position. Such action shall not cause any audio or visual disturbance at the monitored answering position. The supervisor can listen in on the call and optionally barge in to the call and establish a two way audio path with all participants in that call.

**15. Join**

The supervisor shall have the ability to enter a telecommunicator conversation, either from the click-free monitor mode or initially from an idle state. The telecommunicator, supervisor and caller are then part of a three-way conference.

**16. Forced Disconnect**

Telecommunicators shall be capable of releasing an existing 9-1-1 call at any time, regardless of whether the calling party has hung up.

**17. Privacy**

The telecommunicator shall have the ability to block the caller from hearing any conversation from the remaining parties in the conference. The caller's conversation shall continue to be heard by the remaining parties.

**18. Muting**

The telecommunicator shall have the ability to block the caller from hearing and talking with the remaining parties in the conference.

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**19. Main Screen Requirements**

The main screen shall consist at a minimum of the following components: Menu Bar, Toolbar, Status Bar, Call Information Window, Conference Window, Static Page Window, Multiple Page Window, Keypad, Volume Control Window, Selective Transfer Agencies Window, Texting Window and TTY Interface Window.

The keypad shall be used to dial telephone numbers or to input numbers as required. The keypad shall also provide access to the speed dial list and offer a redial function. The telecommunicator shall have the capability to select a redial number from a drop down list on the keypad. The list shall contain the last numbers dialed at the answering position with the most recent number appearing at the top of the list.

**20. Call / Line Indicators**

The answering position shall indicate incoming emergency and non-emergency calls by both audible and visual means. 9-1-1 trunks shall have a different audible and visual signal from other lines. The answering position shall also have the ability to visually display the status (idle, busy, ringing, on hold and out of service) of each emergency and non-emergency line. How does your system meet this requirement?

**21. Comment Field Associated with the Call (Notes)**

The system should allow the telecommunicator to enter comments and pertinent information about the call.

**22. Print Capabilities**

The answering position shall provide an interface port for automatically printing the ALI and the TTY conversation upon call release. The telecommunicator shall also have the capability to print on demand.

**23. Audio and IO Management**

The console shall provide an audio management device allowing the connection of up to three headsets, a long term recorder, a radio console call director and auxiliary audio inputs.

**24. Text Messaging**

The System shall accept text messaging integrated to the call taker's station. When the call taker is presented with a text message emergency service request they will

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now be unavailable to any other form of requests for service such as voice calls. Vice versa if they are currently active with a voice call they will not be presented with a text message. The System shall have similar abilities to handle a text message request for emergency assistance as it does for a voice request such as GIS functionality. All other normal call handling functions supported for voice calls should also be supported for text messaging such as the ability to join the call or monitor the call, previous call history, reporting, etc.

**25. Interface Capabilities**

The console shall provide the ability to include a shared call appearance resource for any inbound line or trunk of The System that will show the status of the line, pre-answer ALI of the caller, ability to pick up that line or join the call. The console shall provide pre-answer ANI and ALI to any shared call appearance.

The console shall provide the ability to include a multi-call appearance that queues multiple calls from assigned line groups and rings multiple positions. The multi-call appearance, if mapped to the current console UI layout, shall indicate the number of calls queued on that appearance as well as the waiting time for the oldest call.

**26. Console Accessories – Headset**

The headset shall be high quality, lightweight and equipped with a headset earpiece speaker, a microphone, a 10-foot coiled cord with quick disconnect and a microphone pre-amplifier with volume control. Headsets should be compatible with current standards and as an option have the ability to use wireless headsets. They should support an inline mute, a noise cancelling microphone and have options for 1 ear or 2 ears.

**27. Questions**

1. Describe how you will meet the requirements listed in Section C-1-D-1 of both the Scope of Work and in the Requirements.
2. Specifically please explain in detail how your system will comply with our requirement for Call Overflow to do a “look ahead”.
3. How many call queues does your system support?
4. Describe how you will meet the requirements listed in C-1-D-2 of both the Scope of Work and in the Requirements.
5. What is the limit for the number of calls or length of time of recordings for the IRR?
6. Describe how you will interface with the Exacom™ Hindsight recorder.
7. Describe how you will meet the requirements listed in C-1-D-3 of the Scope of Work.

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8. Describe how you will meet the requirements listed in Section C-1-D-4 of both the Scope of Work and in the Requirements.
9. Describe how you will meet the requirements listed in C-1-D-5 of the Scope of Work.
10. Describe how you will meet the requirements listed in Section C-1-D-6 of both the Scope of Work and in the Requirements.
11. Describe how you will meet the requirements listed in Section C-1-D-7 of both the Scope of Work and in the Requirements.
12. Describe how you will meet the requirements listed in C-1-D-8 of the Scope of Work.
13. Describe how you will meet the requirements listed in C-1-D-9 of the Scope of Work.
14. Does your system meet all of the ADA requirements pertaining to section C-1-D-9? If not, explain in detail.
15. Describe how you will meet the requirements listed in Section C-1-D-10 of both the Scope of Work and in the Requirements.
16. Describe your system wide speed-calling feature?
17. Describe your telecommunicator speed-calling feature? What options are available to the telecommunicator?
18. Describe how you will meet the requirements listed in Section C-1-D-11 of both the Scope of Work and in the Requirements.
19. Describe how you will meet the requirements listed in Section C-1-D-12 of both the Scope of Work and in the Requirements.
20. Describe how you will meet the requirements listed in C-1-D-13 of the Scope of Work.
21. Describe how you will meet the requirements listed in C-1-D-14 of the Scope of Work.
22. Describe how you will meet the requirements listed in C-1-D-15 of the Scope of Work.
23. Describe how you will meet the requirements listed in C-1-D-16 of the Scope of Work.
24. Describe how you will meet the requirements listed in C-1-D-17 of the Scope of Work.
25. Describe how you will meet the requirements listed in C-1-D-18 of the Scope of Work.
26. Describe how you will meet the requirements listed in Section C-1-D-19 of both the Scope of Work and in the Requirements.
27. Describe how a telecommunicator would go back to review previous call history stored on their work position? How long is the data stored on each call taking position?
28. Describe how you will meet the requirements listed in C-1-D-20 of the Scope of Work.

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29. Describe how you will meet the requirements listed in C-1-D-21 of the Scope of Work. How is the data stored and retrieved? How long is the information retained? Is or can the information printed in the call log?
30. Describe how you will meet the requirements listed in C-1-D-22 of the Scope of Work.
31. Describe how you will meet the requirements listed in Section C-1-D-23 of both the Scope of Work and in the Requirements.
32. Describe how you will meet the requirements listed in Section C-1-D-24 of both the Scope of Work and in the Requirements.
33. Does The System support transferring or conferencing text messages to another PSAP? If not when will you and what is plan for doing so?
34. Does The System have the ability to translate foreign languages that are sent via text message? If not when will you and what is plan for doing so?
35. Describe how you will meet the requirements listed in C-1-D-25 of the Scope of Work.
36. Describe how you will meet the requirements listed in C-1-D-26 of the Scope of Work.
37. Does your system comply with the Print Capabilities requirements described in C-1-D Call Handling, #22 ("Print Capabilities")?

### **C-1-E PSAP Management Features**

#### **1. Shortcuts**

The System administrator shall have the capability to assign single or multiple keystrokes to common functions on the answering position (e.g. F2 to release a call).

#### **2. Customize the Screen Layout**

The screen layout shall have the ability to be customized administratively system wide or personally for individual call takers.

#### **3. User Interface Configurability**

The call taking console shall permit customization of the user interface, including window and button layout, window sizes, control element sizes and properties, font size and types on a per console UI layout basis. The console shall support the assignment of one or multiple console UI layouts and configuration based on the agent role within an agency. The supervisor shall have the capability to modify the System sounds and button icons. The supervisor shall have the capability to restore the original screen layout while making modifications.

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**4. Wall Display**

The System shall be capable of interfacing to an external, electronic wallboard sign, capable of displaying real-time call statistics and warning messages. It should be configurable to show pertinent information to the status or health of the PSAP such as the number of calls in queue, longest call waiting time, number of active calls and number of available agents. The System shall allow supervisors and/or call-takers to view real time, concise ALL information of all 9-1-1 calls in queue at the PSAP.

**5. Contact Management and Dialing**

The System shall support a full-features contact list that is flexible, configurable and efficient.

**6. Portable Consoles**

The System shall be capable of providing portable operator answering positions using a high speed IP connection to remotely access the Central Communications Platform. These must be on laptop computers.

**7. Questions**

1. Describe in detail how your proposal meets the requirements put forward in section C-1-E.

**C-1-F Remote Maintenance and Alarm**

**1. Maintenance /Supervisor Position**

A Maintenance/Supervisor Position shall be provided with The System. The position shall have different security levels, protected by separate passwords. The position shall be capable of running diagnostics and reports. The console shall provide a window showing all agents logged currently into the agency including information such as their name, the name of their position, their current role, their call status and the name of the line if they are on a call.

**2. Module Testing**

Each of the systems modules shall be easily selected and tested individually.

**3. Alarms**

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Describe how every module within the PSAP equipment shall carry out certain tests on a continual basis and report any observed failures.

**4. System Monitoring and Administration**

The System shall be equipped with a monitoring capability that can be located with the Central Communications equipment and/or in a remote location.

**5. System Monitor**

The System shall be equipped with monitoring capability located at the PSAP. It shall provide a digital display format with audible tone and monitor system alarms. Upon a failure condition, it will display an alarm message.

**6. Questions**

1. Describe in detail how your proposal meets the requirements put forward in section C-1-F
2. Explain how remote access/support and alarm monitoring works in your solution
3. Describe how you monitor the emergency trunk activities, 9-1-1 call queuing, and 9-1-1 console activities in a real-time mode.

**C-1-G Management Information System**

The Bidder shall provide a Call Management Information System that will track the incoming calls and provide the PSAP management personnel with real time information and strategic management reports. It should be user friendly and capable of generating reports for varying time periods. Reports shall be available on an as needed basis or scheduled for specific intervals. A detailed list of mandatory reports can be found in the Detailed Requirements section (Table C-2).

The Bidder shall provide a comprehensive Management and Reporting (MIS) solution which will provide PSAP management and other authorized personnel historical information. It shall be an onsite solution, user customizable and capable of generating reports for varying time periods. In addition to static reporting capabilities, the MIS solution should provide a dynamic reporting capacity with would allow for custom groups, filters and unique totals for defined reports. The MIS solution should have traditional management and reporting capabilities that are industry standard but should also be forward focused and have an enterprise capability.

**1. MIS Seamless Integration**

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The reporting capability shall be in its entirety as well as by individual PSAP, individual position, shift, or a specific calltaker .

## **2. Call Detail Records**

The PSAP equipment shall have the ability to provide call detail records after every terminated 9-1-1 call. The record should include but should not be limited to ANI, seizure time, position answered, answer time, disconnect time, incoming trunk number, etc. These should be in a report format, as opposed to raw data format. This information should automatically be saved as an electronic file in daily and/or monthly formats for permanent storage. Call Detail Records should be retrievable by the ANI or any other 'key-word' search in the record.

## **3. Questions**

1. Provide a description of the standard reports and capabilities in the MIS system. Include a list of the available reports.
2. State of the art technology shall be used for the MIS solution. Describe what technology is used.
3. Describe what capabilities the MIS solution has regarding integration and support for next generation media types.
4. The MIS system should be able to incorporate reporting data and transfer times from the other integrated systems such as the Valor™ CAD associated with the call. This will allow for a more all-encompassing look at a call for service from the moment it was presented to the point the call was completed. How does your solution handling this problem?
5. Describe how your system will allow the archiving of older data. How can this archived data be retrieved if necessary?

## **C-1-H Implementation/Maintenance**

### **1. Training Requirements**

Training on all system functions shall be provided by the Contractor prior to acceptance of The System. Training will include sufficient information and experience to familiarize personnel (technical staff, telecommunicators and supervisors) with system features and operations for their particular assignments. The training provided by the bidder shall take place at facilities designated by DESC. Training manuals shall be provided to all attendees and the instructor to student ratio will be no greater than 1:8. The course outline and training material should be provided with your proposal. The system implemented CPE software, etc. should

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be able to be replicated in a fashion to allow the creation of a "Training room" to allow the DESC to facilitate on-going training of existing staff as well as training of new employees.

**2. System Testing**

The Vendor must thoroughly test the entire system prior to conversion. A comprehensive test plan must be included with the proposal for approval by the DESC and may be altered or negotiated prior to contract award. The test plan should be thoroughly comprehensive and include, at a minimum, Unit Test Plans for each component, System Integration Test Plans for The System's interface with each existing DESC system, a Stress Test Plan, and a Security Test Plan for any component that allows access from an outside network. During the testing of the E-9-1-1 equipment prior to cutover, the Vendor shall log all troubles found and make any necessary repairs or adjustments at their cost. These reports shall be submitted to the DESC showing all errors found and corrective action taken to resolve troubles.

**3. Maintenance**

The Bidder shall specify pricing for continuing maintenance of the total system after the expiration of the initial one-year warranty period. Such pricing shall be for Year 2 through Year 5.

During implementation the Laconia PSAP will be shut down while the new system is implemented, routing all traffic to the Concord facility. The existing Concord PSAP equipment will need to be maintained during this time period. The bidder shall provide full maintenance service for the existing PSAP equipment located at the Concord PSAP. The maintenance service options shall be for a period of one year at a time and extend through the same time period as the new PSAP CPE and/or the existing equipment is replaced with new equipment. The bidder may submit additional (optional) service plans and pricing.

**4. Software Updates**

The Vendor must provide within a software support program all software releases designed to enhance The System and to keep The System state-of-the-art. The Vendor must describe the support offered as well as the availability and costs related. The Vendor must provide any specific constraints, terms, or conditions in detail. All software updates or enhancements must be accomplished without taking The System out of service.

**5. Future Expansion**

The System shall provide an upgrade path to emerging and new NG9-1-1 i3 capabilities utilizing component upgrades, if required, instead of hardware replacement.

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The System described in these specifications shall be capable of meeting today's needs, as well as future expansion in order to meet anticipated future growth. The System should be installed with adequate processor and hardware to meet this growth.

**6. Questions**

1. Can you provide a training simulator software package? If yes, provide a copy with your bid.
2. What equipment of software will be needed to facilitate a training room? This equipment should be list as an option in your proposal.
3. What manuals will be provided to end-users and support staff? Will manuals be updated in conjunction with software updates?
4. How will the DESC be prepared to conduct ongoing training after Implementation is completed?
5. Describe any additional features and/or hardware/software and/or processes that in your opinion will facilitate or enhance the operation of the 9-1-1 system?
6. Describe any alternatives that would increase performance and/or reduce costs to the DESC?
7. Describe any exceptions or deviation from The System mandatory feature, processes and equipment or optional features and equipment must be fully detailed. Also include any pertinent features or equipment included in the bid price, which were not specifically required.
8. Describe the expansion capability of your equipment. What is the maximum you can expand the PSAP equipment to increases the numbers of incoming 9-1-1 trunks, the number of answering positions, the number of telephone lines, etc. without adding equipment?
9. If equipment is needed to accommodate this request, provide a brief description of each piece of equipment and the expansion capability it provides? Also, provide the amount the DESC would expect to pay for the equipment and installation. Describe how you would ensure the DESC there will be no future changes to your answer?

**C-2 DETAILED REQUIREMENTS**

**Table C-2 General System Requirements -Vendor Response Checklist**

REQ #	REQUIREMENT/DELIVERABLE	M/O	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
	<b>BUSINESS REQUIREMENTS</b>			

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C-1-B	<b>System Architecture</b>			
1	The System components shall be i3 compliant.			
2	The System shall be capable of displaying all current 9-1-1 calls on a map utilizing GIS data provided by the DESC. (i.e. no "Google maps" or similar)			
3	The System shall be able to dynamically route calls to a PSAP or workstation "on the fly" based on a GIS polygon for applications such as a highway accident.			
4	The CPE application shall automatically take priority over any other application running on the workstation upon an incoming 9-1-1 call.			
5	The System shall provide the ability to "make busy" or manually shut down one PSAP forcing all requests for service to be directed to the other PSAP. This will allow for troubleshooting, training, and maintenance as required.			
C-1-D-1	<b>Call Handling – ACD</b>			
1	The System shall provide the ability to assign multiple roles to an agent.	M		
2	An agent shall be able to choose any of their assigned roles during their login with the ability to quickly login with their default role.	M		
3	The System shall be configurable to allow Call Takers to bypass ACD assignment and answer any ringing 9-1-1 call directly, based on configured layout.	M		
4	The System shall be configurable to allow Call Takers to bypass ACD assignment and answer any ringing 9-1-1 call directly, based on configured layout.	M		
5	The ACD shall provide the configurable ability to provide post-call-processing time for giving the agent time to wrap up the previous call prior to becoming available for new ACD calls.	M		
6	The ACD shall requeue a call when the call is presented to an agent and not answered in a configured amount of time.	M		
7	The ACD shall re-queue a call when a workstation failure is encountered during the call.	M		
8	The ACD shall provide routing based on console positions and/or based on agent role.	M		
9	The System shall support the ability to transfer a call from a console to any ACD queue in The System.	M		
10	The System shall support multiple skills/roles per agent and allowing the ACD to distribute calls based on the active role for each agent.	M		
11	The console shall provide the ability for an agent to refuse an ACD call presented to the workstation and whereby the refused call is re-queued to the ACD.	M		
12	The console shall provide the ability for an agent to change their state to and from ready and not ready to receive an ACD call.	M		

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13	The console shall provide the ability to automatically answer incoming ACD calls.	M		
C-1-D-2	<b>Call Handling - IRR</b>			
1	A telecommunicator shall have the capability to go back and listen to a call while the original party and/or the responding agency is still on the line.	M		
2	The System must have the ability to record both telephony and radio audio. Recording shall be available for playback during or after a call	M		
C-1-D-4	<b>Call Handling – ALI Retrieval System Interface</b>			
1	The System shall have the capability to interface to multiple ALI Retrieval systems based on an incoming 9-1-1 trunks or a trunk group.	M		
2	The System shall provide the ability to configure multiple ALI links associated to specific trunk group.			
3	Each ALI group shall be configurable for a specific ALI protocol and assignable to individual trunks.	M		
4	The System shall support ALI parsing to extract Class of Service, ESN and CPN (Calling Party Number).	M		
5	The System shall support multiple ALI request schemes across dual redundant ALI links including Priority, Simultaneous and Alternating ALI requests.	M		
6	The System shall provide the ability to create an incorrect location information report and send it to a printer or e-mail or written to another electronic file to be exported.	M		
C-1-D-6	<b>Call Handling – ANI</b>			
1	The System must be capable of requesting Phase II location repeatedly in order to update the geographic location of a wireless caller.	M		
C-1-D-7	<b>Call Handling – Calltaker Console</b>			
1	The console shall support the selective display of ALI for past recent calls.	M		
2	The console shall support the selective display of ALI for past recent calls.	M		
3	The console shall support the ability to print current or saved ALI.	M		
C-1-D-10	<b>Call Handling – Dialing</b>			
1	The console shall provide a search capability of all contacts whereby the search results are narrowed and displayed as the agent enters characters in the search field	M		
2	The search capability shall provide a simple search of the	M		

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	contact name or an advanced search where the agent can enter additional search criteria for other fields in the contact record.			
3	The System shall provide a list of recent incoming and outgoing calls for at least the last 100 calls. The list shall show detailed information about the call including the date and time, ANI, ALI, CPN, incoming circuit, and ESN.			
4	The console shall provide a one button callback for the most recent emergency call.	M		
5	The console shall provide a one button redial of the last outgoing call.	M		
C-1-D-11	<b>Call Handling – Abandoned Call Handling</b>			
1	The console shall provide the ability to automatically distribute the callback of the abandoned calls to individual agent positions.	M		
2	The console shall provide the ability to allow agents to selectively perform callback of abandoned call from the agency’s abandoned call list.	M		
3	The ring-back of emergency TTY and wireless calls should be performed in the same manner.	M		
4	The PSAP equipment shall allow to program the ANI callback format to meet the requirements for toll calls and access PBX / Centrex™ lines. The callback format shall be defined on a per NPA-NXX basis.	M		
C-1-D-12	<b>Call Handling – Call Transfers and Conference Abilities</b>			
1	The console shall provide the ability to perform a supervised transfer, a blind transfer, or a supervised blind transfer.	M		
2	The console shall provide the ability to perform a no-hold conference where the existing parties on the call are not put on hold when conferencing in a new party.	M		
3	The console shall provide the ability to perform a conference, or transfer to any contact in the contact list with one click.	M		
4	The console shall provide the ability to perform a hold conference where the existing parties on the call are put on hold when conferencing in a new party.	M		
5	The console which initiated a conference shall support the ability to selectively drop, hold and unhold individual parties of a conference call.	M		
6	The console shall support the ability to drop the last party added to the conference call.	M		
C-1-D-19	<b>Call Handling – Main Screen Requirements</b>			
1	The menu bar shall contain drop down menus or a ribbon	M		

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	interface that provide access to all of the answering position features.			
2	The screen layout shall allow a high degree of customization to meet the needs of the PSAP.	M		
3	The call information window shall display the ANI/ALI information of an active 9-1-1 call. It should also provide additional information on the call such as the ESN, the circuit name, the status of the 9-1-1 caller (on line or hung up) and call statistics (number of emergency calls waiting in the ACD queue and on hold).	M		
4	The conference window shall contain a way to view and identify each party involved in the conference beside the call taker. It also shall provide the following indications: supervised circuit, privacy mode, mute mode and TTY.	M		
5	The System shall have a window group together in one location, for the feature and line buttons that the call takers use most often (police, fire, rescue, language line, etc.).	M		
6	Feature and line buttons arranged by task or frequency of use. Each page shall be properly identified with a descriptive tab such as General, State, Police, Fire, EMS, Administrative, etc. The telecommunicator shall simply click on the page tab in order to select the corresponding page.	M		
7	The volume control window shall be used to control the incoming call volume at the answering position's headset/handset.	M		
8	The selective transfer agencies (STA) window at a minimum shall provide the six emergency response agencies associated with the emergency service zone of the 9-1-1 caller. The buttons in the STA window shall change according to the 9-1-1 caller's ESN. As an option, the STA window shall automatically appear when an emergency call is answered.	M		
9	The TTY interface window shall display the caller and the telecommunicator's conversation separately as it takes place (real-time). It shall also contain all the pre-programmed messages grouped into related categories such as police, fire, EMS and general.	M		
C-1-D-24	<b>Call Handling – Audio and IO Management</b>			
1	The auxiliary audio inputs shall provide the ability to be automatically activated when the console is idle and disabled when the console is active in a call.	M		
2	The console shall provide the ability to individually control the volume of each headset, the IRR playback and the auxiliary audio input ports.	M		
3	The console shall provide the ability to manually mute attached headset microphones individually or all simultaneously at the click of one button.	M		
4	The console shall provide the ability to manually control a relay output included in the audio management device.	M		

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C-1-D-25	<b>Call Handling – Text Messaging</b>			
1	The System should have the ability to choose canned or predefined messages to expedite the text handling process.	M		
2	The System should have the ability to “free form” text messages sent.	M		
3	The System should have the ability to administratively deny messages from coming in.	M		
4	The System should integrate with Medical Priority dispatch protocols auto populating the messages for sending medical instructions to the requesting party.	M		
C-1-E	<b>PSAP Management Features</b>			
1	The System administrator shall have the capability to assign single or multiple keystrokes to common functions on the answering position (e.g. F2 to release a call).	M		
2	The screen layout shall have the ability to be customized administratively system wide or personally for individual calltakers.	M		
3	The call taking console shall permit customization of the user interface, including window and button layout, window sizes, control element sizes and properties, font size and types on a per console UI layout basis.	M		
4	The console shall support the assignment of one or multiple console UI layouts and configuration based on the agent role within an agency.	M		
5	The supervisor shall have the capability to modify The System sounds and button icons.	M		
6	The supervisor shall have the capability to restore the original screen layout while making modifications.	M		
7	The console shall provide a window showing all agents logged currently into the agency including information such as their name, the name of their position, their current role, their call status and the name of the line if they are on a call.	M		
8	The System shall support a wall display panel configurable to show the number of calls in queue, longest call waiting time, number of active calls and number of available agents.	M		
9	The System shall support a wall display panel configurable to show the number of calls in queue, longest call waiting time, number of active calls and number of available agents.	M		
10	All calls shall be presented and include all standard call-handling features. Handling of a wireless call should be transparent to the telecommunicator in that all telephony features and functions at the telecommunicator position are the same as that of a wireline call. Single step ring-back is mandatory as the telecommunicator shall not be required to perform a manual ANI ring-back for wireless calls.	M		
11	The System shall support the creation of up to 20 contact lists for dialing, with each contact list assignable based on the role	M		

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	or agency of the users.			
12	The contact list shall support the ability to define up to 10 custom fields for each contact list.	M		
13	The System shall provide the ability to assign any contacts to a group to be used by an agent for selective transfer based on the ESN. The contacts associated to a caller's ESN can then be accessed with one click of the mouse or button.	M		
14	The System shall support dialing rules based on different contexts including the line type and the state of the console.	M		
15	A contact's dialing instructions can be programmed to also include call control commands such as transfer and conference.	M		
16	The System shall support the ability to import and/or export the contact list data utilizing standard data formats.	M		
<b>C-1-F</b>	<b>Remote Maintenance and Alarm</b>			
1	A Maintenance/Supervisor Position shall be provided with The System.	M		
2	The System shall allow supervisors and/or call-takers to view real time, concise ALI information of all 9-1-1 calls in queue at the PSAP.	M		
3	The System shall be equipped to run self-diagnostic programs and to automatically report any error via audible and visible alarms.	M		
4	All server maintenance and administration functions shall be accessed via a browser based application.	M		
5	The System shall allow supervisors and/or call-takers to view real time, concise ALI information of all 9-1-1 calls in queue at the PSAP.	M		
<b>C-1-G</b>	<b>Required Reports for the Management Information System</b>			
1	Abandoned Call Percentages	M		
2	Average Calls by Telecommunicator	M		
3	Breakdown of Call Statistics	M		
4	Call Count by Day	M		
5	Call Count by Day of Week	M		
6	Call Count by Day by Telecommunicator	M		
7	Call Count for Telecommunicator by Shift/Supervisor Group	M		
8	Hold Count by Range	M		
9	Hold Time by Range	M		
10	Response Time by Telecommunicator	M		
11	Response Time by Range	M		
12	Call Count by type of call (TTY, Wireless, text, etc.)	M		

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13	Telecommunicator Daily Activity	M		
14	Top 10, 25 and 50 Callers by ANI	M		
15	Total Call Statistics by Trunk/Line Number	M		
16	Total Call Statistics by Selected Time Period	M		
17	Total Call Statistics by Telecommunicator	M		
18	Total Calls by Month	M		
19	Total Calls by Shift	M		
20	Total Calls by Type	M		
21	Total Calls Transferred to Municipality by date range	M		
22	Total Calls Transferred to ESN by date range	M		
23	Total Calls Transferred to Responding Agency by date range	M		
24	Total Calls Transferred to Municipality and/or Speed Dial Listing by date range	M		
C-1-G cont.	<b>Management Information System Functionality Requirements</b>			
25	The System must be able to be configured to print information for only 9-1-1 calls or to also include administrative calls.	M		
26	The System shall be configurable to print the ALI record and the TTY/TDD/text message conversation for TTY/TDD/text message calls.	M		
27	The desired solution must also contain a capability which automatically associates related calls, to allow for evidence organization.	M		
28	The System also shall be able to auto-schedule the generation of predefined reports.	M		
29	The MIS system shall be designed to be highly reliable and protect data security and integrity.	M		
30	The MIS system shall contain near real-time information (shortly after call completion) and allow users to search for recently completed events and event details.	M		
31	The MIS system shall allow users to associate related events.	M		
32	The MIS solution shall include the ability to build ad hoc reports. An ad hoc report shall mean the ability to build a report template from scratch; not select filtered items from a list.	M		
33	Real time ACD statistics and information available on screen as well to be reported on such as longest idle agent, agents availability, etc.	M		
34	Report on the time difference from presentation of call to the system and time answered (how long was it ringing)	M		
35	MIS solution is on site not cloud based	M		

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**C-3 DELIVERABLES**

**Table C-3 Deliverables Vendor Response Checklist**

Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.	Comments
Conduct Project Kickoff meeting	Non Software		
Status Meetings	Non Software		
Implementation Plan	Written		
Coordination with Network Provider	Non Software		
Coordination with Vendors for existing systems	Non Software		
Maintenance of Existing Systems at Concord PSAP during implementation	Non Software		
Feasibility analysis of existing CE Network for ESI Net/ retest as needed	Non software		
ESI Net Analysis results/Requirements report	Written		
Systems Installation	Non software /Software		
Systems Documentation (standard & "As-Built")	Written		

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Technical Training/ knowledge transfer & relevant documentation	Non Software/ Written		
Supervisor/ Telecommunicator "Train the Trainer" training & relevant documentation	Non Software/ Written		
Acceptance Testing	Non Software		
System Acceptance and Payment of Holdback upon completion of Warranty	Non Software		

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**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. Please refer to the Scope of Work Section for a complete list of narrative questions for the listed topic.

<b>Topic</b>	<b>Scope of Work Section</b>
Topic 1 – System Architecture	C-1-B-7
Topic 2 - Interfaces	C-1-C6
Topic 3 – Call Handling / CPE	C-1-D-27
Topic 4 – PSAP Management Features	C-1-E-13
Topic 5 – Remote Maintenance and Alarm	C-1-F-7
Topic 6 - Management Information System	C-1-G-3
Topic 7 - Implementation, Testing and Maintenance	C-1-H-7

**D-1 PROPOSED SOLUTION**

Please reference the grid above and respond to the question sections that are listed, which can be found in the appropriate sections of the Scope of Work.

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

Vendor qualifications are important factors in selecting a NG9-1-1 system and follow-on support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- (1) corporate qualifications of each Vendor proposed to participate in the Project,

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.

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**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 (5 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 NG9-1-1 Project Descriptions (limited to 3 pages for each project)**

Provide descriptions of no more than three (3) similar, NG9-1-1 projects completed. 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;

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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).

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**APPENDIX F: PRICING WORKSHEETS**

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

**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: Activities/Deliverables/Milestones Pricing Worksheet**

Activity, Deliverable or Milestone	Proposed Date	Pricing/Payment
	<b>TOTAL</b>	

**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**

Position Title	SFY 2015	SFY 2016	SFY 2017	SFY 2018
Project				

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Manager				
Position #1				
Position #2				
Position #3				

**F-3 Licensing, Maintenance, and Support Pricing Worksheet**

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

<b>Software</b>	<b>Initial Cost</b>	<b>Maintenance FY 2015</b>	<b>Maintenance FY 2016</b>	<b>Maintenance FY 2017</b>	<b>Maintenance FY 2018</b>
NG9-1-1					
Optional Services					

**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

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- 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.

**APPENDIX G-2: CERTIFICATES**

**A. Certificate of Good Standing**

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority dated on or after April 1, 2014, 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 contract or 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**

**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature		1.12 Name and Title of Vendor Signatory	
1.13 Acknowledgement: State of _____, County of _____  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			

1.17	Approval by the Attorney General (Form, Substance and Execution)
By:	On:
1.18	Approval by the Governor and Executive Council
By:	On:

**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 106-H 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. 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.

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## **GENERAL CONTRACT REQUIREMENTS**

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

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

### **H-25.2 Vendor Responsibilities**

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

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

### **H-25.3 Project Budget/Price Limitation**

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

### **H-25.5 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

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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

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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.

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**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

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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 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.

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**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 versus 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 Termination for Default as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in

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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.

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**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;

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- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State;
- f. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
  - 1) nature of the Deficiency;
  - 2) current status of the Deficiency;
  - 3) action plans, dates, and times;
  - 4) expected and actual completion time;
  - 5) Deficiency resolution information;
  - 6) Resolved by;
  - 7) Identifying number i.e. work order number;
  - 8) Issue identified by;
- g. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
  - 1) mean time between reported Deficiencies with the Software;
  - 2) diagnosis of the root cause of the problem; and
  - 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, 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.

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**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 (see Appendix I for definitions of Deficiency Classes:

**a. Class A & B Deficiencies** The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, 24 hours per day seven (7) days a week. The Vendor shall provide support on-site or with remote diagnostic Services, within two (2) business hours of a request;

**b. Class 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;

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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 System; 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.

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**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**

For the purpose of Help Desk Class C Deficiencies and during project implementation Vendor personnel shall work hours between 8:15 am and 4:15 pm, Monday through Friday, 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**

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

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

**H-25.12.8 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.

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- 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 E-mail Use**

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

**H-25-12.11 Internet/Intranet Use**

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

**H-25.12.12 Regulatory/Governmental Approvals**

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

**H-25.12.13 Force Majeure**

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

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acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

## **H-25.13 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.

### **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.

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**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 either the Vendor or 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

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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.

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- 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.

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**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;

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- 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**

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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.

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**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 20% of the agreed Deliverables pricing tendered by the Vendor in this engagement until System Acceptance as defined in Appendix H Section 25-9.2: Letter of Final System Acceptance.

**H-25.21 Escrow of Code**

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

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

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**Appendix I TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	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.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Breach or Breach of Security</b>	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
<b>CCP</b>	Change Control Procedures
<b>CR</b>	Change Request
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>CM</b>	Configuration Management
<b>Certification</b>	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.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or processes once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract

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<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure under the Contract
<b>Contract</b>	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.
<b>Contract Conclusion</b>	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.
<b>Contract Documents</b>	Documents that comprise this Contract
<b>Contract Managers</b>	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.
<b>Contracted Vendor</b>	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.
<b>Conversion Test</b>	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.
<b>COTS</b>	Commercial off the Shelf
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	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
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.  <b>Class A Deficiency</b> – Software - Critical, does not allow System to operate, no work around, demands immediate

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	<p>action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – 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.</p> <p><b>Class C Deficiency</b> – 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.</p>
<b>Deliverable</b>	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.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	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.
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	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

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<b>Event of Default</b>	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default") <ul style="list-style-type: none"> <li>a. Failure to perform the Services satisfactorily or on schedule;</li> <li>b. Failure to submit any report required; and/or</li> <li>c. Failure to perform any other covenant, term or condition of the Contract</li> </ul>
<b>Firm Fixed Price Contract</b>	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
<b>Fully Loaded</b>	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
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	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.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire

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<b>Non Exclusive Contract</b>	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.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	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 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	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.
<b>Order of Precedence</b>	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
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	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
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a

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	successful project.
<b>Project Managers</b>	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)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a proposal or statement of work.
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
<b>RFP (Request for Proposal)</b>	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
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>SaaS</b>	Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.
<b>Service Level Agreement (SLA)</b>	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.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	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-

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	shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	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.
<b>State</b>	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
<b>Statement of Work (SOW)</b>	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.
<b>State's Confidential Records</b>	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 106-H
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	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
<b>System</b>	All Software, specified hardware, and interfaces and

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	extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: <b>(1)</b> consistent with Statement of Work within statement of Services; <b>(2)</b> not constitute a new assignment; and <b>(3)</b> not change the terms, documents of specifications of the SOW.
<b>Test Plan</b>	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.
<b>Term</b>	The duration of the Contract.
<b>Transition Services</b>	Services and support provided when the contracted vendor is supporting system changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	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.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/Vendor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the

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	contract.
<b>Warranty Releases</b>	Code releases that are done during the warranty period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	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.
<b>Work Plan</b>	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.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

