

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
MAAP Support
DOS -RFP 2016-033

Department of Safety

MAAP Support

DOS RFP 2016-033

RFP ISSUED.....03/01/2016

VENDOR CONFERENCE.....2:30 PM, 3/11/2016

AT: Department of Safety
33 Hazen Drive, Concord, NH
First Floor Conference Room

STATE CONTACT..... Elizabeth Bielecki
Elizabeth.Bielecki@dos.nh.gov
(603) 227-4028

CONTRACT TYPE..... SUPPORT CONTRACT

PROPOSALS DUE.....2:30 PM, 4/8/2016

AT: DEPARTMENT OF SAFETY
41 HAZEN DRIVE
CONCORD, NH 03301

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TERMS AND DEFINITIONS

Acceptance	A notice from the State to the Contractor that, as applicable, Acceptance Testing or Review has been satisfied.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	An Acceptance Test Plan document describes in detail the series of tests and training to be performed with corresponding Acceptance Criteria and how the tests will be performed.
Agency	Agency of the State.
Best and Final Offer (BAFO)	For negotiated procurements, a contractor's final offer following the conclusion of discussions.
Certification	The Contractor's written declaration with full supporting and written documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	The document used to propose and accept changes to the Work Plan
Confidential Information	Information required to be kept Confidential from unauthorized disclosure
Contract	Contract means a binding legal agreement between the State of New Hampshire and the Contractor. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
Contract Conclusion	Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contractor	The Contracted Vendor Company that will perform the duties and specifications of the Contract.
Contract Manager	The persons identified by the State and by the Contractor who shall be responsible for all contractual authorizations 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 for the State, acting as the State representative in all Contract administration activities.
DAS	Department of Administrative Services

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Data	State records, files, forms, data and other documents or information that will be converted by the Contractor for processing.
Days	Calendar days unless otherwise indicated.
Deficiency/Deficiencies	<p>A failure of a Deliverable or a defect in a Deliverable resulting in its not conforming to its Specification. Deviation from approved specification of the System document:</p> <ul style="list-style-type: none"> • Class A Defect - Critical does not allow system to operate, no work around, demands immediate action. • Class B Defect – Defect does not stop operation. There is a work around and user can perform tasks. • Class C Defect – Defect cosmetic in nature, minimal effect on system, low priority. User can use system.
Deliverable	A Deliverable is any Written, Software, or Non-Software Document (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a contract requirement
Department	Agency of the State
DOIT	Department of Information Technology is a centralized information technology agency in the State that supports many agencies established under RSA 4-D under the governor.
Deployment	A contracted grouping of Deliverables including but not limited to Software, Services, and Warranties scheduled for implementation.
Documentation	All operations, technical, user, and other manuals used in conjunction with the System and Software, in whole and in part.
Effective Date	The date on which an agreement, such as a contract, takes effect.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Firm Fixed Price Contract	A firm-fixed-price contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor’s cost experience in performing the Contract.
Fully loaded	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.
Governor and Council	The New Hampshire Governor and Executive Council.
GAAP	Generally Accepted Accounting Principles
HIPAA	The Health Insurance Portability and Accountability Act of

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	1996.
Information Technology (IT)	Reference for the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.
MAAP	Municipal Agent Automation Project – Department of Motor Vehicle project to handle registration and title processes.
Non-Exclusive Contract	A Contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the product or service
Normal Business Hours	8:00 AM to 4:30 PM EST, Monday through Friday, excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed	The State Contract Manager’s direction to the Contractor to begin work on the Contract on a given date and time.
Order of Precedence	The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.
Project	The planned undertaking regarding the subject matter of this Contract and the activities of the parties related hereto.
Project Managers	The persons identified who shall function as the State’s and Contractor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Proposal	The submission from a Contractor in response to the RFP.
RFP (Request for Proposal)	A Request For Proposal which solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
Specifications	Documents that describe the requirements of and the functions to be performed by the resulting Deliverables.
State	The State of New Hampshire, acting through the Department of Information Technology for the Department of Safety.

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State Confidential Information	State information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
Subcontractor	A person, partnership, or company not in the employment of or owned by the Contractor, that is performing Services under the Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
UAT	User Acceptance Tests
Vendor	A Contractor submitting a proposal to provide IT Consulting services in response to the RFP
Work for Hire	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.
Work Plan	The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project.

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1. INTRODUCTION

The State of New Hampshire is releasing this RFP to procure technical consulting services for system maintenance as well as current product enhancements. The Vendor will be responsible for all aspects of the Department of Safety's Motor Vehicle Registration and Title System, Municipal Agent Automation Project (MAAP). It is expected that two IT personnel will be required for up to three years. Immediate requirement is for one Senior Applications Developer and one Junior Applications Developer. The current product is a web-based software application based upon JAVA.

The Vendor may employ subvendors to deliver required services subject to the terms and conditions of this RFP including, but not limited to, Section 6: General Contract Requirements herein and Appendix G-4: State of New Hampshire Terms and Conditions of this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a subvendor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

1.1 Contract Award

A contract award by the State will be based upon criteria, standards, and weighting identified in this RFP. Each Vendor Proposal will be considered as a whole Solution, without limitation, including all services proposed, qualifications of the Vendor and any Subcontractor, and cost.

1.2 Contract Type

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

1.3 Contract Term

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

The Vendor shall be fully prepared to commence work by 7/1/2016. The Vendor's initial term will be for three (3) years, with options to extend, at the discretion of the State, up to but not beyond 6/30/2021.

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1.4 Schedule of Events

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

EVENT	DATE	TIME
RFP released to Vendors (on or about)	3/1/16	
Vendor inquiry period begins (on or about)	3/1/16	
Notification to the State of the number of representatives attending the Vendor Conference	3/4/16	
Vendor's Conference (non-mandatory); location identified in General Instructions, Section 4.3	3/11/16	2:30 PM EST
Vendor inquiry period ends (Final inquiries due)	3/22/16	
Final State responses to Vendor inquiries	3/25/16	
Final date for Proposal submission	4/8/16	2:30 PM EST
Invitations for oral presentations	4/13/16	
Vendor presentations/discussion sessions/interviews, if necessary	4/20/16	
Anticipated Contract Finalization	4/29/16	
Anticipated Contract Approval	ASAP	
Anticipated Notice to Proceed	ASAP	

2. AGENCY RFP SPECIFIC TERMS AND DEFINITIONS

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

3. SERVICES, REQUIREMENT AND DELIVERABLES

3.1 Service and Requirements

The State seeks to procure experienced IT consultants for this Contract. Each Proposal must present personnel that can fulfill the required experience and services listed in Appendix C-1: *Requirements*.

In performing its obligations under a Contract, the Vendor agrees that any work created or prepared by the Vendor IT consultant personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

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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 and vacations as approved by the State Project Manager. 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.

3.2 Deliverables

For this Staff Augmentation RFP the main deliverable is fully qualified IT individuals to engage in the activities as described in Appendix C: *Requirements and Deliverables*, with the experience as defined in Appendix E: *Standards for Describing Vendor Qualifications*, working on site for full business days on projects as directed by the State Project Manager.

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

4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

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

**State of New Hampshire
Department of Safety
c/o Elizabeth Bielecki
41 Hazen Drive
Concord, New Hampshire 03301**

Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
RESPONSE TO DEPARTMENT OF SAFETY RFP 2016-033
MAAP SUPPORT**

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

All Proposals submitted in response to this RFP must consist of one (1) original and four (4) clearly identified copies of the Proposal, including all required attachments, and one (1) electronic copy on CD Rom in MS WORD format, accompanied by the transmittal letter described in Section 4.19.2: *Transmittal Form Letter*, herein. The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. One (1) copy of the Proposal Transmittal Form Letter shall be signed by an official authorized to legally

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bind the Vendor and shall be marked "ORIGINAL." A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

4.2 Proposal Inquiries

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

Elizabeth Bielecki, Director DMV
NH Department of Safety
33 Hazen Drive
Concord, NH 03305
Telephone: (603) 227-4028
E-Mail: elizabeth.bielecki@dos.nh.gov

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

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

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

4.2.1 Restriction of Contact With State Employees

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

4.3 Vendor Conference

A **non-mandatory** Vendor Conference will be held at the following location as identified in Section 1.4: *Schedule of Events*:

Department of Safety (33 Hazen Drive, Concord, NH), First Floor Conference Room

Vendors are requested to RSVP via email by the date identified in Section 1.4: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference.

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

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers shall not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period, will be emailed / mailed by the date specified as the Final State responses to Vendor Inquiries as specified in Section 1.4: *Schedule of Events*. Vendors are responsible for any and all costs associated with attending the Vendor Conference.

NOTE: The State will NOT distribute a list of Vendor Conference Attendees.

4.4 Alteration of RFP

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

4.5 RFP Amendment/Addendum

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

4.6 Non-Collusion

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

4.7 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 1.4: *Schedule of Events*, or until the effective date of any resulting Contract, whichever is later.

4.8 Property of the State

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

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4.9 Confidentiality of a Proposal

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

4.10 Public Disclosure

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the effective date of any resulting Contract.

4.11 Non-Commitment

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

4.12 Proposal Preparation Cost

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

4.13 Oral Presentations/Interviews and Discussion

The State reserves the right to require Vendors to make available for oral presentations/interviews the IT consultants proposed. Any and all costs associated with an oral presentations/interviews shall be borne entirely by the Vendor.

4.14 Required Contract Terms and Conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire Terms and Conditions, contained in Appendix G: *General Standards and Requirements* and RFP Section 6: *General Contract Requirements*, herein, shall form the basis of any contract resulting from this RFP. In the event of any conflict between the State's Terms and Conditions and any portion of the Vendor's Proposal, the State's Terms and Conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

4.15 Award

The State plans to execute a Not to Exceed contract, administered by the Department of Information Technology, on behalf of the Department of Safety as a result of this RFP.

Although the preferred Solution is a single company that can supply consultants with the requisite skills and experience as well as depth of experience that selected IT consultants can draw upon, and consultants with complimentary skill sets, the State reserves the right, at its discretion, to select personnel from one or more vendors as a result of this RFP. The State also reserves the right, at its discretion, to award a contract by item, part, or portion of an item, group of items, or total Proposal.

If a contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award. Such permission, at a

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minimum, may be dependent upon approval of the contract by Governor and Executive Council of the State of New Hampshire.

4.16 Proposal Submission Requirements

Vendors are permitted to submit multiple Proposals in response to this RFP.

4.17 Proposal Format

Proposals should follow the following format:

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

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

4.18 Proposal Organization

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

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

4.19 Proposal Content

4.19.1 Cover Page

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

**STATE OF NEW HAMPSHIRE
Department of Safety
RESPONSE TO MAAP Support
RFP 2016-033**

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
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The cover page must also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

4.19.2 Transmittal Form Letter

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

Remainder of this page intentionally left blank

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State of New Hampshire Proposal Transmittal Form Letter

Company Name _____

Address _____

To: NH Department of Safety Point of Contact: Elizabeth Bielecki
Telephone (603) 227-4028
Email: elizabeth.bielecki@dos.nh.gov

RE: Proposal Invitation Name: MAAP Support
Proposal Number: RFP 2016-033
Proposal Opening Date and Time: 4/8/16 at 2:30 PM

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the services indicated in RFP NH Department of Safety MAAP Support 2016-033 at the price(s) quoted in Vendor Response Section VI: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6: *General Contract Requirements* and Appendix G-4: *State of New Hampshire Terms and Conditions*.

Company Signor: _____ is authorized to legally obligate
Company Name: _____.

We attest to the fact that:

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

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

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

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

Our official point of contact is _____,
Title _____
Telephone _____, Email _____
Authorized Signature Printed _____
Authorized Signature _____

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

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4.19.3 Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.18: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

4.19.4 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 shall 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.

4.19.5 Section II: Glossary of Terms and Abbreviations

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

4.19.6 Section III: Responses to Requirements and Deliverables

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

Using the response template in Appendix C: *Requirements and Deliverables*, Section C-3: *Vendor Response Template*, the Vendor must document the ability to meet the requirements and deliverables of this RFP.

Requirements/Deliverables are separated into two (2) groups:

- Mandatory Requirements/Deliverables of a proposed Solution.
- Optional Requirements/Deliverables of a proposed Solution.

4.19.7 Section IV: Corporate Qualifications

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

4.19.8 Section V: Qualifications of IT Consultant Staff

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

4.19.9 Section VI: Cost Proposal

The Cost Proposal must include the following:

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

5. PROPOSAL EVALUATION PROCESS

5.1 Scoring

The State shall use a scoring scale of 100 points, which shall be applied to the Solution as a whole. Points will be distributed among three (3) factors:

- 10 points - Vendor Company & Service Experience
- 50 points - Candidate's qualifications (including any Subcontractor); and
- 40 points - Pricing/Rates
- 100 points - Total Possible Score

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

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

5.3 Planned Evaluation Steps

The State plans to use the following process:

- Initial screening;
- Preliminary evaluation of the Proposals and reference and background checks;
- Oral interviews;
- Best and Final Offer (BAFO), if appropriate, and
- Final evaluation of Proposals.

5.3.1 Initial Screening

The State shall conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the following:

- Submission requirements are addressed in Section 4: *Instructions*.
- Minimum standards are defined in Appendix B: *Minimum Standards for Proposal Consideration*.
- Agreement to the State's Terms and Conditions and provisions as defined in the RFP without exception.

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

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5.3.2 Preliminary Evaluation of Proposals and Reference and Background Checks

The State shall establish an evaluation team to evaluate Proposals, conduct reference checks, and background checks.

5.3.3 Oral Interviews

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

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

5.3.4 Best and Final Offer (If appropriate)

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

5.3.5 Final Evaluation

The State shall conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering.

6. GENERAL CONTRACT REQUIREMENTS

6.1 State of New Hampshire Terms and Conditions and Contract Requirements

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

6.2 Contract Term Dates

See Section 1.3: *Contract Term*.

6.3 Non-Exclusive

Any resulting Contract from this RFP shall be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other vendors to provide any of the services identified under this procurement.

6.4 Vendor Selection

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

The State shall issue an intent to award letter to a Vendor based on these evaluations. Should the State be unable to reach agreement with the Vendor during Contract discussions, the State may

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then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all proposals are rejected.

6.5 Vendor Responsibilities

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

The Vendor may subcontract services subject to the RFP, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and Appendix G-4: *State of New Hampshire Terms and Conditions*. The Vendor must submit with its Proposal all information and documentation relating to the subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a subcontractor is used. The State shall consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

6.6 Project Budget/Price Limitation

The State has funds budgeted for this Project, subject to Section 2: *Conditional Nature of Contract of the State of New Hampshire Terms and Conditions* contained in Appendix G-4: *State of New Hampshire Terms and Conditions*.

6.7 State Contracts

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

6.8 HIPAA

The State intends to protect the privacy and provide for the security of any protected health information disclosed to the Vendor in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and any other applicable laws or regulations. **To the extent HIPAA applies**, the Vendor shall at no additional cost to the State, enter into Contractual agreements with the State required to comply with HIPAA, as applicable and deemed necessary by the State, including but not limited to a Business Associate Agreement (BA) substantially in the form attached hereto as Appendix G-5, as applicable and deemed necessary by the State. If HIPAA applies and the parties are unable to reach agreement on the BA, the State may reject the Vendor at its sole discretion and proceed with Vendor selection in accordance with Section 6.4: *Vendor Selection*, of this RFP.

6.9 Vendor Staff

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

Because experience with the MAAP System will be critical to the successful employment of Vendor personnel, the State requires minimal turnover of Vendor staff. Any changes to the

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

Notwithstanding any provision in this RFP, or any resulting Contract to the contrary, the State shall have the option to terminate the Contract, at its discretion, if the State is dissatisfied with any of the proposed IT consultants.

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

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

6.10 Warranty

6.10.1 Services

The Vendor shall warrant that all services to be provided under the Contract shall be provided expediently and in a professional manner in accordance with the RFP; and that Services will comply with Appendix G: *General Standards and Requirements*.

6.10.2 Personnel

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

6.10.3 Warranty Period

The Vendor shall warrant all services and personnel, engaged under Contract as a result of the RFP, for the duration of the Contract period.

6.11 Administrative Specifications

6.11.1 Reasonable Travel Expenses

The Vendor must assume all travel and related expenses. All labor rates shall be "fully loaded", including, but not limited to: meals, hotel, airfare, car rentals, car mileage, and out-of-pocket expenses.

6.11.2 Shipping and Delivery Fee Exemption

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

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6.11.3 Project Workspace and Office Equipment

The State Agency shall 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.

6.11.4 Work Hours

Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays and vacations as approved by the State Project Manager. 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. Timesheets shall be submitted on a weekly basis.

6.11.5 Access/Cooperation

As applicable, and subject to the applicable laws and regulations, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required completing the Contracted IT Services.

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

6.11.6 State-Owned Documents and Copyright Privileges

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

6.11.7 Intellectual Property

The State shall hold ownership, title, and rights in any Custom Software developed in connection with the performance of obligations under the Contract, or modifications to the software and their associated Documentation.

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

6.11.8 Work for Hire

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

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6.12 Pricing

6.12.1 Pricing

The Vendor must provide, within the fixed rate for IT Consultant services, pricing for each individual skill level proposed. A worksheet is provided in Appendix F-1, Table F-1: Vendor *Proposed Position Rates Pricing Worksheet*.

6.12.2 Invoicing

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted must meet with the approval of the State and said approval shall not be unreasonably withheld. The Vendor shall only submit invoices for Services as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Service and identification of the Service for which payment is sought.

6.12.3 Overpayments to the Vendor

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

6.12.4 Credits

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

6.12.5 Records Retention and Access Requirements

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

The Vendor shall also agree to the following:

The Vendor and any of its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years after the final payment on the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation does not terminate within six (6) years from the date of expiration or termination of the Contract.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of

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and access to such records shall be at no cost to the State during the three (3) year period after the Contract term or six (6) year term following litigation. The Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

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

6.12.6 Accounting Requirements

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

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APPENDIX A: BACKGROUND INFORMATION

A-1 The Department of Safety

The multi-faceted mission of the Department of Safety encompasses protection of the lives and safety and preservation of the quality of life of New Hampshire citizens and visitors to our state on the highways, on the waterways, and in their homes and businesses. The DOS enforces motor vehicle and highway safety laws, criminal laws, commercial vehicle regulations, fire safety, building and equipment safety laws and regulations, and boating safety laws and rules. We also provide enhanced 911 emergency communications statewide, and are responsible for homeland safety and emergency management activities. For further details and history please review <http://www.nh.gov/safety>

The mission and vision statements are consistent with the overall goal for the State's MAAP Project. This goal is to continue to provide a MAAP application that enables the State to make improvements to existing business "systems" through advancements in services, processes, and technology offerings. "Systems" in this case extend beyond software applications running on hardware platforms. Processes, practices, procedures, relationships, skills and attitudes work together to make up business "systems". All of these are impacted when implementing changes to the MAAP System.

The work performed by the resources provided in this RFP will be closely managed by a State DOIT or DOS Team Leader/ Project Leader. These vendor resources will be integrated into State IT project teams. Mentoring and knowledge transfer to State IT workers is critical. These vendor resources must adhere to all required project standards as well as the State approved life cycle methodology that will be provided to each resource immediately upon reporting to work. Vendor resources must accurately estimate the scope of their assigned work and provide that information to their Team Leader/Project Leader on an as needed basis. These resources will be required to act as business professionals and communicate effectively with all levels of users and IT personnel.

The MAAP System is a core operational system to service registration and titling functions for the Department of Safety. The system services 800 users at 15 State locations as well as over 200 municipalities throughout New Hampshire. Due to the shortage of DOIT personnel with the requisite skills necessary to support this critical application, DOIT must augment their staff accordingly to provide maintenance support as well as business enhancements for the Department of Safety.

A-2 Department of Information Technology and Technology Status

The Vendor IT consultant staff shall work in cooperation with the New Hampshire Department of Information Technology (DOIT). Created in the summer of 2003, DOIT oversees implementation of all statewide information technology activities.

A-2.1 Technical Architecture

Components of the State's technical architecture include:

- State Network Environment: The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines,

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wireless and VPN technologies. Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DOIT). Direct support is provided for twenty-one partner Agencies; other state Agencies support their own networks, out-source the support, or use the resources of another Agency.

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

A-2.2 Future Systems Environment

This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-payment, content search), where possible.

A-3 Related Documents Required at Contract Award

- a. Certificate of Good Standing/Authority
(Dated after April of the current year and available from the Office of the Secretary of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/index.html)
- b. Certificate of Vote (Appendix G-6)
- c. Proof of Insurance Compliance with Appendix G-4: *State of New Hampshire Terms and Conditions*, Section 14: *Insurance*.

A-4 –MAAP Environment

Our MAAP application hardware environment consists of multiple HP Unix Weblogic servers designed into a high availability clustered environment as well as a single HP/UX Oracle server. The motor vehicle application is WEB enabled and includes all automobile registration and title business functions. The application utilizes J2EE technologies including Java, EJBs, Servlets, STRUTS, and JSP components. Oracle will continue to be utilized for the database. UML, HTML, XML, Javascript, and Oracle stored procedures, triggers, and functions are all employed in the current MAAP environment.

A-5 State Project Team

The State Project Manager will assume full project leadership roles and will champion project activities to completion. State staffing for the MAAP project will include State Project Manager, and other State personnel as needed (Business Analyst, Application Developer, Data Architect, Systems Architect, DBA's and System Administrators).

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A-5.1 State Project Manager

The Project Manager will oversee day-to-day project activities and is responsible for everything that the Project does or fails to do, and has the primary responsibility for seeing to the Project's success.

Major duties include:

- Overseeing Project Plan
- Leading the project
- Promoting the project statewide
- Developing project strategy and approach
- Engaging and managing all contractors
- Managing significant issues and risks
- Managing stakeholders' concerns
- Overseeing the project
- Advising the State's Upper Management on major issues related to the Project scope and schedule
- Reviewing major project risks and providing guidance on appropriate mitigation actions
- Informing the State's Upper Management and any other interested stakeholders of Project status.

A-6 IT Policy and Standards

- The Vendor shall abide by all the applicable State of New Hampshire policies and standards including:
 - Password standards
 - System Design Methodology (SDM) – supplied as part of vendor orientation
 - Various MAAP System Standards Documents – supplied as part of vendor orientation
 - Computer Use Agreement (reference Attachment G)

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

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

For IT Consultant Staff Augmentation Proposals the minimum standards for proposal consideration include:

- a. The Proposal submitted on time, as defined in this RFP in Section 1.4: Schedule of Events;
- b. The Vendor Requirements Response Template (Appendix C-3) must be completed for each candidate submitted. The State will calculate the percent of Mandatory Requirements each candidate can fulfill. The average percent compliance with Mandatory Requirements for the candidate group as a whole must reach 80% for the proposal to be acceptable.; and
- c. The inclusion of the properly completed Transmittal Form Letter contained in Section 4.19.2: Transmittal *Form Letter* of this RFP.

B-1 Vendor Service Experience

The State is looking for a vendor with the depth of experience to provide junior and senior applications developers who may provide guidance and who may be retained by the State during the life of this project. The following minimum requirements apply:

- Proposal will contain four resumes in each of the two job specialties detailed in Section C-1b below. These resumes would represent resources having a professional affiliation with the Vendor Company but only a subset of these resumes (a minimum of two) would represent consultants the Vendor is actively proposing for appointment.
- Each vendor must state the total number of resources in their company that fit each of the two position descriptions provided in Appendix F together with their average years of IT experience as well as average years employed by their vendor firm.
- Junior and senior application developers proposed for this project must be available upon contract approval. Describe any assurances that will enable the State to have confidence that individuals proposed for key Vendor staff positions will be available for and assigned to the project for the duration of the project.

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APPENDIX C: REQUIREMENTS AND DELIVERABLES

C-1 Requirements

Requirements for Staff Augmentation Vendor IT Consultants for this RFP Proposal include:

Requirements for Senior Developer	Mandatory or Optional (M or O)
System Specific Consultant Requirements	
Thorough understanding of technologies and tools used in MAAP application	M
Ability to develop MAAP enhancements consistent with the present design in both code and GUI	M
Provide bug fixes with the current MAAP application as directed	M
Provide thorough documentation for the new feature enhancements consistent with existing documentation	M
Provide training materials and conduct training on the new enhancements	M
Provide skill mentoring to IT personnel	M
Conduct thorough knowledge transfer to State IT resources	M
Ability to do effective code reviews of other developers	M
Ability to quickly master new skills	M
MAAP Application Specific Technical Skills	
JAVA 1.6-1.8	M
JAVA EE	M
Enterprise JavaBeans 2.1 and 3.0	M
Servlets	M
STRUTS 1.3	M
JSP Components	M
WebLogic 11g/12c	M
Oracle DBMS 11g/12c	M
HTML	M
XML, JIBX, XSD	M
JavaScript, Angular JS/Responsive UI frameworks	M
Oracle Stored procedures, triggers, functions	M
UML	M
HP-UX UNIX	M
Eclipse, NetBeans, Microsoft TFS, VSS	M
Jasper/ Business Objects –Crystal Reports	O
SOAP/REST Web Services	M
ESB/SOA/Apache Service Mix	O
General System Development Abilities	
Requirements development	M
Logical design development	M
Physical design and unit testing	M
System Testing	M
User Acceptance Testing	M

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Documentation	M
Performance testing and tuning	M
System implementation	M
Business process analysis and improvement	M
Data conversion and migration	M
Development of in and out-bound interfaces	M
Integration Services	M

Requirements for Junior Developer	Mandatory or Optional (M or O)
System Specific Consultant Requirements	
Thorough understanding of technologies and tools used in MAAP application	M
Ability to develop MAAP enhancements consistent with the present design in both code and GUI	M
Provide bug fixes with the current MAAP application as directed	M
Provide thorough documentation for the new feature enhancements consistent with existing documentation	M
Provide training materials and conduct training on the new enhancements	O
Provide skill mentoring to IT personnel	O
Conduct thorough knowledge transfer to State IT resources	O
Ability to do effective code reviews of other developers	O
Ability to quickly master new skills	M
MAAP Application Specific Technical Skills	
JAVA 1.6-1.8	M
JAVA EE	M
Enterprise JavaBeans 2.1 and 3.0	M
Servlets	M
STRUTS 1.3	M
JSP Components	M
WebLogic 11g/12c	M
Oracle DBMS 11g/12c	M
HTML	O
XML, JIBX, XSD	O
JavaScript, Angular JS/Responsive UI frameworks	O
Oracle Stored procedures, triggers, functions	O
UML	O
HP-UX UNIX	O
Eclipse, NetBeans, Microsoft TFS, VSS	O
Jasper/ Business Objects –Crystal Reports	O
SOAP/REST Web Services	O
ESB/SOA/Apache Service Mix	O
General System Development Abilities	
Requirements development	M
Logical design development	M

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Physical design and unit testing	M
System Testing	M
User Acceptance Testing	M
Documentation	M
System implementation	M
Business process analysis and improvement	O
Data conversion and migration	O
Development of in and out-bound interfaces	O
Integration Services	O

Role specific job requirements are as follows:

Senior Applications Developer- This position requires five years of detailed experience utilizing J2EE technologies listed in the prior table. This position requires the ability to conceptualize future functionality by leveraging or extending the existing design and recommending optimal solutions. This position requires the ability to provide direction, quality oversight, and technical training.

Junior Applications Developer- This position requires three years of detailed experience utilizing J2EE technologies listed in the prior table.

C-2 Deliverable

The Deliverable is fully qualified IT Consultant personnel with knowledge and experience as declared in Appendix E, Section E-2: *Candidates for Vendor IT Consultant Roles*, capable of fulfilling the Requirements stated in Appendix C, Section C-1: *Requirements*, working on site for full business days on projects as directed by the State Project Manager.

The ideal proposal would contain four resumes in each of the two job specialties detailed in Section C-1b above. These resumes would represent resources having a professional affiliation with the Vendor Company but only a subset of these resumes (a minimum of two) would represent consultants the Vendor is actively proposing for appointment. The State plans to choose two consultants in total. These consultants will be chosen from Junior Developers and Senior Developers.

C-3 Vendor Requirements Response Template Requirements and Deliverables

Vendors shall complete a checklist based on the following format. This checklist must be completed for each candidate proposed. Indicate whether the Requirement/Deliverable can be met by the Vendor.

Requirements for Senior Developer	Mandatory or Optional (M or O)	Met	Not Met	Comments
System Specific Consultant Requirements				
Thorough understanding of technologies and tools used in	M			

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MAAP application				
Ability to develop MAAP enhancements consistent with the present design in both code and GUI	M			
Provide bug fixes with the current MAAP application as directed	M			
Provide thorough documentation for the new feature enhancements consistent with existing documentation	M			
Provide training materials and conduct training on the new enhancements	M			
Provide skill mentoring to IT personnel	M			
Conduct thorough knowledge transfer to State IT resources	M			
Ability to do effective code reviews of other developers	M			
Ability to quickly master new skills	M			
MAAP Application Specific Technical Skills				
JAVA	M			
J2EE/JAVA EE	M			
Enterprise JavaBeans 2.1 and 3.0	M			
Servlets	M			
STRUTS 1.2	M			
JSP Components	M			
Oracle DBMS	M			
HTML	M			
XML	M			
Javascript	M			
Oracle Stored procedures, triggers, functions	M			
UML	M			
UNIX	M			
Rational Tools (RSA, Clearcase, ClearQuest, Performance Tester)	O			
Jasper/ Business Objects –Crystal Reports	O			
ESB/SOA	O			
General System Development Abilities				
Requirements development	M			
Logical design development	M			
Physical design and unit testing	M			
System Testing	M			

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User Acceptance Testing	M			
Documentation	M			
System implementation	M			
Performance Testing and Tuning	M			
Business process analysis and improvement	M			
Data conversion and migration	M			
Development of in and out-bound interfaces	M			
Integration Services	M			

Requirements for Junior Developer	Mandatory or Optional (M or O)	Met	Not Met	Comments
System Specific Consultant Requirements				
Thorough understanding of technologies and tools used in MAAP application	M			
Ability to develop MAAP enhancements consistent with the present design in both code and GUI	M			
Provide bug fixes with the current MAAP application as directed	M			
Provide thorough documentation for the new feature enhancements consistent with existing documentation	M			
Provide training materials and conduct training on the new enhancements	O			
Provide skill mentoring to IT personnel	O			
Conduct thorough knowledge transfer to State IT resources	O			
Ability to do effective code reviews of other developers	O			
Ability to quickly master new skills	M			
MAAP Application Specific Technical Skills				
JAVA	M			
J2EE/JAVA EE	M			
Enterprise JavaBeans 2.1 and 3.0	M			
Servlets	M			
STRUTS 1.2	O			
JSP Components	O			
Oracle DBMS	O			

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HTML	O			
XML	O			
Javascript	O			
Oracle Stored procedures, triggers, functions	O			
UML	O			
UNIX	O			
Rational Tools (RSA, Clearcase, ClearQuest, Performance Tester)	O			
Jasper/ Business Objects –Crystal Reports	O			
ESB/SOA	O			
General System Development Abilities				
Requirements development	M			
Logical design development	M			
Physical design and unit testing	M			
System Testing	M			
User Acceptance Testing	M			
Documentation	M			
System implementation	M			
Business process analysis and improvement	O			
Data conversion and migration	O			
Development of in and out-bound interfaces	O			
Integration Services	O			

APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Not used for IT Consultants for Staff Augmentation

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

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

E-1 Required Information on Corporate Qualifications

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

E-1.1 Corporate Overview (2 Page Limit)

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

E-1.2 Financial Strength

Provide the following:

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

E-1.3 Litigation

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

E-2 Candidates for Vendor IT Consultant Staff Roles

Provide a resume not to exceed three (3) pages for each Vendor IT Consultant staff position proposed. Each resume should address the following:

- The individual's educational background
- An overview of the individual's work history
- The individual's project experience, including project type, project role and duration of the assignment
- Any significant certifications held by or honors awarded to the candidate
- A history of the individual's application experience
- At least three (3) references, with contact information that can address the individual's performance on past projects
- The State requires actual information on candidate consultants. Representative information will not be accepted

Although the State recognizes that staff availability is somewhat uncertain, qualifications of Vendor IT Consultant staff assigned to the Project are critical. IT Consultant Staff must be available full time, on site, for the duration of the Contract.

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APPENDIX F: PRICING WORKSHEETS

A Vendor’s Cost Proposal must be based on the worksheets formatted as described in Appendix F. It is expected that two IT personnel will be required for up to three years. Immediate requirement is for one Senior Applications Developer and one Junior Applications Developers. The State will evaluate costs based on a total annual working baseline of 2040 hours.

F-1 Vendor Proposed Position Rates Pricing Worksheet

Using the format provided in the following table, list titles of proposed positions to be filled by Vendor IT Consultant staff. Include hourly rates for all staff proposed.

Table F-1: Vendor Proposed Position Rates Pricing Worksheet

Position Title	Hourly Rate
Junior applications developer	
Senior applications developer	

F-2 Future Vendor Rates Pricing 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.

Table F-2: Future Vendor Rates Pricing Worksheet

Position Title	SFY 2017 7/1/2016 - 6/30/2017	SFY 2018 7/1/2017 - 6/30/2018	SFY 2019 7/1/2018 – 6/30/2019	SFY 2020 7/1/2019– 6/30/2020	SFY 2021 7/1/2020 – 6/30/2021
Junior Applications Developer					
Senior Applications Developer					

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APPENDIX G: GENERAL STANDARDS AND REQUIREMENTS

G-1 IT Required Work Procedures

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

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G-2 Computer Access and Use Agreement

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

G-2.1 Computer Use

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

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

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

G-2.3 Email Use

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

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

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rejection of any legislation by the legislature of the State of New Hampshire or any committee thereof without the explicit consent of the Chief Information Officer (CIO) or its designee.

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

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

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

G-2.3 Internet/Intranet Use

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

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

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

(VENDORS NEED TO SUBMIT)

As a condition of Contract award, the Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 2015, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

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

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

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G-4 State of New Hampshire Terms and Conditions

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

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G-4.1 Effective Date: Completion of Services

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

G-4.1.2 The State does not require the Vendor to commence work prior to the Effective Date; however, if the Vendor commences work prior to the Effective Date, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor for any costs incurred or services performed; however if the Contract becomes effective all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

G-4.2 Conditional Nature of Contract

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

The State shall not be required to transfer funds from any other account to the account identified in block 1.5: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

G-4.3 Contract Price: Limitation on Price: Payment

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

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

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

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

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

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

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

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

G-4.4.3 If the Contract is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41. C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States, access to any of the Vendor's books, records, and accounts for ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of the Contract.

G-4.5 Regulatory/Governmental Approvals

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

G-4.6 Personnel

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

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materials and resources required under the Contract and as necessary to perform the services under the Contract.

G-4.6.2 The Vendor shall not hire, and shall permit no subcontract or other person, firm or corporation with whom it is engaged in a combined effort to perform the services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	<VENDOR>	<u>The State</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	<NAME> <TITLE>	Elizabeth Bielecki State Project Manager	5 Business Days
First	<NAME> <TITLE>	Kevin O’Brien Assistant Commissioner DOS	10 Business Days
Second	<NAME> <TITLE>	John Barthelmes Commissioner, DOS	15 Business Days

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

G-4.7 Termination

G-4.7.1 Termination for Default

G-4.7.1.1 Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default, and the Vendor must cure the default within thirty (30) days, unless otherwise

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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, at its sole discretion, and pursue its remedies at law or in equity or both.

- G-4.7.1.2** In the event the State declares the Vendor in default and terminates the Contract, the State may, at a minimum, take any or all of the following actions:
- G-4.7.1.2.1** Set off against any other obligations the State may owe to the Vendor;
 - G-4.7.1.2.2** Procure services that are the subject of the Contract from another source and the Vendor shall be liable for all damages up to the Contract price, including but not limited to (1) the cost difference between the original Contract price for services acquired from another source and (2) if applicable, all administrative costs directly related to the replacement of the Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; and
 - G-4.7.1.2.3** Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- G-4.7.1.3** In the event of a 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, unless otherwise extended by the Vendor.
- G-4.7.1.4** No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State’s election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.
- G-4.7.1.5** Subject to applicable laws and regulations, in no event shall the 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, except as otherwise provided in Appendix G-4 Section 13: *Indemnification*.
- G-4.7.1.6** Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

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G-4.7.2 Termination for Convenience

G-4.7.2.1 The State may, at its sole discretion, terminate the Contract, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: *Pricing Worksheets*, Tables F-1 and F-2 in the RFP.

G-4.7.2.2 During the thirty (30) day period, the Vendor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

G-4.7.3 Termination for Conflict of Interest

G-4.7.3.1 The State may terminate the Contract by written notice if it is found 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.

G-4.7.3.2 In the event the Contract is terminated as provided above pursuant to a violation by the Vendor, the State shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a default of the Contract by the Vendor.

G-4.7.4 Termination Procedure

G-4.7.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of this Contract as has been terminated.

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

- a.** Stop work under this 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

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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 this Contract which is in the possession of Vendor and in which State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that Vendor has surrendered to the State all said property.

G-4.8 Force Majeure

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

G-4.9 Information

G-4.9.1 In performing its obligations under the Contract, the Vendor may gain access to information of the State, including confidential information. The Vendor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

G-4.9.2 The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all information of the State that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form. Subject to applicable federal or state laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

G-4.9.3 Any disclosure of the State's information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena

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or other legal process is served upon the Vendor regarding the State's information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.

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

G-4.9.5 Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.

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

G-4.10 Change of Ownership

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

G-4.11 Vendor's Relation to the State

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

G-4.12 Assignment, Delegation and Subcontracts

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

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G-4.12.2 The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees (“Successor”) are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Vendor that may arise from any event of default of the provisions of the Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

G-4.13 Indemnification

The Vendor shall indemnify, defend 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) acts or omissions of the Vendor, its personnel or agents during the course of performance of the Services hereunder.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

This Section G-4.13: *Indemnification* shall survive termination or Contract Conclusion.

G-4.14 Insurance

G-4.14.1 The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

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

G-4.14.1.2 The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

G-4.15 Waiver of Event of Default

No failure by the State to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No

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express failure of any 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 default on the part of the Vendor.

G-4.16 Notice

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

TO VENDOR:

[Name]
[Address]

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

TO STATE:

State of New Hampshire
Department of Safety
33 Hazen Drive
Concord, NH 03305
603-230-3041

G-4.17 Amendment

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

G-4.18 Construction of Contract and Terms

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

G-4.19 Third Parties

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

G-4.20 Headings

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

G-4.21 Exhibits

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

G-4.22 Survival

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

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G-4.23 Entire Contract

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

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G-5 HIPAA Standards for Privacy – Business Associate Agreement

STANDARD EXHIBIT H

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

G-5.1 Business Associate Agreement

G-5.1.1 Definitions

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

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

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

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

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

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G-5.1.3 Obligations and Activities of Business Awards

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

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amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

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

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

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

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whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

G-5.1.5 Term and Termination

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

G-5.1.6 Miscellaneous

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

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT

Name of Authorized Representative
Title of Authorized Representative

Date: _____

CONTRACTOR NAME

Name of Authorized Representative
Title of Authorized Representative

Date: _____

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G-6 Sample Certificate of Vote

CERTIFICATE

(Corporation without Seal)

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

- (1) I am the duly elected and acting Clerk/Secretary of the _____, a
_____ corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the _____ day of _____, 2016 which meeting was duly held in accordance with _____ (State of incorporation) law and the by-laws of the Corporation:

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

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

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

_____ President

_____ Vice President

_____ Treasurer

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and;

(7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this _____ day of _____, 2016.

Clerk/Secretary

STATE OF _____

COUNTY OF _____

On this the ____ day of _____, 2016, before me,
_____, the undersigned Officer, personally appeared
_____, who acknowledged her/himself to be the
_____, of _____, a corporation,
and that she/he, as such _____ being authorized to do so, executed the
foregoing instrument for the purposes therein contained, by signing the name of the corporation by
her/himself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires: _____