

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
OFFICE OF INTEROPERABILITY
NH STATEWIDE INTEROPERABILITY EXECUTIVE COMMITTEE
RFP DOS # 2016-10**

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Administrative Services	The State Division who has purchase authority, located at 25 Capital Street, State House Annex, Concord, New Hampshire 03301.
Agreement	A Contract duly executed and legally binding.
Agreement Administrator	The person is responsible for managing the performance of the Agreement during its term.
Appendix	Supplementary material that is collected and appended at the back of a document
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions with the highest scored proposal.
Bidder	Any firm or individual qualified to submit a Proposal.
Candidate	A person who has been proposed to perform the work as part of the RFP response process
CCP	Change Control Procedures
COTS	Commercial Off-The-Shelf Software
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract
Contracted Vendor	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
CR	Change Request
Data	State's records, files, forms, Data and other document information, in either electronic or paper format, that will be used/converted by the Vendor during the Contract term.
Day	Means Calendar Day.
Deliverable	A Deliverable is the specified work product, produced by the Vendor for the State under the terms of this Contract.

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Department	Means the Department of Safety, with a mailing address of: 33 Hazen Drive, Concord, NH 03305.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Department Representative	The Commissioner of Safety, John J. Barthelmes, or his so designated designees.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for processing the Data.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Invoking Party	In a dispute, the party believing itself aggrieved.
Local Time	The local time at Concord, New Hampshire.
NHCommNet	The existing New Hampshire Department of Safety Communication Network including statewide radio communications system development and enhancement program.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Order of Precedence	The order in which Contract/documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Parties	Means the Provider and Department.
Party	Means the Provider or Department.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and Contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan, budget, required Specifications and quality standards.
ProjectManagers	The persons identified who shall function as the State's and the Vendor's representative with regards to review and Acceptance of the Contract, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).

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Project Staff	State personnel assigned to work with the Vendor on the Project.
Proposal	The submission from a Vendor in response to the request for a proposal or statement of work.
Provider	The firm or individual selected and executing the Agreement to provide the services described in the RFP.
Report	All Written Deliverables under the Contract.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
Review Procedure	Defined in Section 5.
RFP (Request for Proposal)	A Request for Proposal which solicits proposals to satisfy State requirements by supplying Data processing 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 under the Contract.
SDLC	Software Development Life Cycle
Services	The work or labor to be performed by the Vendor on the project as described in the contract.
Software	All custom Software and COTS provided by the Vendor under the Contract.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, applicable State and federal policies, laws and regulations, state technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	Means the State of New Hampshire.
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 through June 30 of the following calendar year.
State Project Leader	State's representative with regard to project oversight.
State Project Manager (PM)	State's representative with regard to project management and technical matters. The Agency Project Manager is responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract, under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined

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Term	The term of the Agreement which shall be for six to eight months with limited ability for monthly extensions unless earlier terminated pursuant to the Agreement. "Government" refers to all government or government-related agencies, sub-agencies, instrumentalities or personnel at any level, including federal, state, and local. "References" mean persons who have ever been employed by you or served as an agent, attorney representative, independent contractor or consultant for you and who can provide first-hand information about the subject matter identified by the question. The Department reserves the right to contact some, but not all, of the cited references. "Terminations for default or for cause," refer to any instances in which a contract was terminated on the basis of any alleged or actual failure to perform, default, breach of contract, or lack of qualification on your part. "You" and "your" refer to the individual proposed.
Vendor Contractor	The Contracted individual, firm, or company that will perform the duties and Specifications of the Contract.
Warranty Period	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	The overall plan of activities for the project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the project as specified in Appendix C: Scope, Requirements and Deliverables. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software Written Deliverable documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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1. INTRODUCTION

The State of New Hampshire, acting through the Department of Safety, is releasing this Request for Proposal (RFP).

The Middle Class Tax Relief and Job Creation Act of 2012 created the First Responder Network Authority (FirstNet) as an independent authority within the National Telecommunications and Information Administration (NTIA) to provide emergency responders with the first high-speed wireless broadband network dedicated to public safety. The FirstNet network will be a single, nationwide long term evolution (LTE) network that makes it easier for public safety users to communicate during emergencies and on their everyday responsibilities. For first responders, this network is a bigger, more reliable, secure and resilient wireless data network that provides ruthless preemption during times of crisis.

This broadband network will fulfill a fundamental need of the public safety community as well as the last remaining recommendation of the 9/11 Commission. FirstNet will bring 21st century tools to millions of organizations and individuals that respond to emergencies at the local, state, tribal and federal levels.

The FirstNet organization is the first of its kind. Never before has Congress established an independent government authority with a mandate to provide specialized communication services for public safety. Using nationwide 700 MHz spectrum, FirstNet will put an end to decades-long interoperability and communications challenges and help keep our communities and emergency responders safer.

The FirstNet network will enable faster, more informed and better coordinated response to incidents. Just as smartphones have changed the way society today communicates, FirstNet devices and applications will ultimately change the way the first responder community operates. FirstNet concepts will allow for interoperable communications to be used by police, fire, and EMS personnel from different jurisdictions all while coordinated within one response.

The law gives FirstNet a blueprint for its mission. It outlines processes and guidelines that FirstNet must follow in building the network. FirstNet is tasked with cost-effectively creating a nationwide network and providing wireless services to public safety agencies across the country. Through the assessment of fees, FirstNet must generate sufficient funds to enable the organization to operate, maintain and improve the network each year.

The goal of FirstNet is to provide public safety reliability and extensive coverage so that all first responders can count on the network when it's required. The FirstNet network will provide mission-critical, high-speed data services to supplement and designed to improve the voice capabilities of today's land mobile radio (LMR) networks. Initially, the FirstNet network will be created for sending data, video, images, and text, while providing location information and eventually supporting live video streaming, along with in time, voice over LTE (VoLTE).

As the last standing recommendation of the 9/11 Commission, Congress was lobbied to establish a dedicated, reliable network for advanced data communications nationwide. Using the FirstNet network will greatly improve situational awareness and keep first responders safer while performing their responsibilities often under difficult and stressful circumstances. Real-time data and audio/video feeds sent before, during, and after the incident response will improve the overall effectiveness of the response.

Congress made history by allocating valuable spectrum and up to \$7 billion in funding for the construction

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of the FirstNet network. To create a nationwide network, all 56 U.S. states and territories must have a radio access network that is connected to the FirstNet core network. To contain costs, FirstNet is tasked with leveraging existing telecommunications infrastructure and assets. This includes exploring public/private partnerships that can help support and accelerate the creation of this new advanced wireless network.

New Hampshire has collaborated with the FirstNet authority by remaining actively involved in the process and in-tune with the policy and procedures promulgated to engage in FirstNet activities. Throughout Phase I of the process, New Hampshire has been successful in creating the Statewide Interoperability Executive Committee governance, which was signed into law on June 26, 2015, as well as making statewide interoperability a main focus. Whether through training initiatives, or through our educational outreach programs, FirstNet has been centric to this process. Now that we enter Phase II, collecting the necessary data to assess our current capabilities and understanding what we believe to be our expectations regarding a FirstNet build-out in New Hampshire, the collective stakeholder environment suggests strongly that we need to create comparative data to truly understand and recommend our pathway forward.

1.1 Contract Award

The State plans to execute a public-private partnership contract as a result of this RFP. The award shall be based upon criteria, standards, and weighting identified in this RFP. The State also reserves the right, at its discretion, to award a Contract by item, part, or portion of an item, group of items, or total Proposal. This public-private partnership with a private communications technology organization, steeped in FirstNet awareness, will collaborate in a business-like relationship to build-out and manage the FirstNet system as it specifically relates to New Hampshire.

Thus, the overall scope of the project is to design, build, manage, and sustain a state-of-the-art, carrier-neutral, LTE broadband communication network using licensed FirstNet 20MHz of the 700MHz LTE spectrum dedicated to and controlled by public safety with the potential to wholesale access to multiple carriers in conjunction with the State of NH.

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

1.2 Contract Term

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

The Vendor shall be fully prepared to commence work after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date"). The Vendor's Term will begin on the Effective Date and extend through the negotiated proposed deliverables. The Vendor shall commence work upon issuance of a Notice to Proceed by the State.

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

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shall be under no obligation to pay the Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

1.3 Requirements Summary

This work is critically important to all first responders, and the organization that will develop, implement and manage the network. However, we must also remember that technologies are used by people. That component is the human factor. Whatever the technology, it will have to fit in the hands of those who will use it to protect and serve. It will have to be as simple to use as today's smart phones. It will have to be ruggedized and able to withstand the rigors of public safety use. The applications will need to be reliable and easy to use, whether a first responder is in pursuit of a subject, responding to a medical emergency, directing traffic or reporting to the scene of a disaster. The network will serve first responders who are part of the "Internet generation." This generation of users grew up with mobile broadband technology; they adapt to it quickly and they understand the enormous capability that it affords.

The underlying technology is one aspect of achieving national and statewide interoperability; however, interoperability can only truly be established and preserved over time through vigilant policies, governance, and practices associated with creation, evolution and operation of the network. **Describe your ability to comply with each of the following requirements:**

1.3.1 Minimum Technical Requirements to Ensure Statewide Interoperability to support the Nationwide Public Safety Broadband Network (NPSBN)/FirstNet. The proposed system must be compliant with the latest Recommended Minimum Technical Standards prepared by the Technical Advisory Board for First Responder Interoperability (Appendix A) but must be based on current and future broadband technologies. This will ensure a standards-based network that will be fully interoperable with any FirstNet rollout of LTE.

In all cases where these requirements reference specific 3G/4G LTE standards, the intended meaning is that the standard to be applied is contained in the latest release of the 4G/5G LTE standards, or the future evolved equivalent of that standard that applies to future releases.

1.3.2 Minimum Technical Requirements to ensure pre-emption of communications for critical public safety operations as determined by public safety. The proposed system must provide public safety with control on the bandwidth and infrastructure such that ruthless pre-emption and priority access to the network is made available to public safety entities for communications during incidents.

1.3.3 Minimum Technical Requirements to Ensure Nationwide Broadband Interoperability with the existing New Hampshire Public Safety Broadband infrastructure. The New Hampshire State Police Communication Maintenance Section is responsible for the installation, programming, and servicing of two-way voice and data communications equipment owned or operated by all Divisions within The New Hampshire Department of Safety. Additionally, the section provides installation, programming, and servicing of communications equipment for New Hampshire Department of Resources and Economic Development, New Hampshire Department of Fish and Game, and other State and Local Public Safety entities.

This effort includes engineering and constructing T1, fractional T1, as well as IP circuits over

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legacy and current state of the art high speed IP broadband microwave radio systems which allow for interoperability with federal, state, county, and local public safety agencies. As this system capacity expands we will improve interoperability through added LMR (land mobile radio) coverage as well as direct connectivity to an increasing number of communication centers, PSAPS and other first responders throughout the state and possibly neighboring states. The proposed system will support a more seamless data and communication interoperability system with all first responders. The Communication Maintenance section's goal is to provide the backbone and backhaul infrastructure required to implement a more interoperable statewide communications network.

1.3.4 Minimum Technical Requirements to ensure interoperability with NextGen E911.

While the standards for next generation E911 are yet to be finalized, the respondent should detail any key factors that would assist in ensuring that the design and implementation meets the minimum technical requirements.

1.4 Key Considerations Summary

Responding vendors must include a response to each of the following key considerations. These considerations are distinct from the requirements in the previous sections. **Describe your ability to provide, integrate, and support the most recent evolution of the LTE technology standards which will meet the desired considerations outlined below:**

1.4.1 LTE Standards, Interfaces and Guidelines

- (1) Hardware and software systems comprising the PROPOSED SYSTEM SHOULD support integration of existing network elements via the necessary commercial standards-defined LTE interfaces enumerated in Table 1: Minimum Interoperable Interfaces.
- (2) Billing information from the PROPOSED SYSTEM SHOULD be provided to each local and/or regional entity for the PROPOSED SYSTEM services.
- (3) The PROPOSED SYSTEM SHOULD support existing Public Safety applications, deployed regionally or within agencies.
- (4) The PROPOSED SYSTEM SHOULD provide a method to connect a device to a packet data network where a –home page| application is hosted with location specific content.
- (5) The PROPOSED SYSTEM SHOULD provide a method where a homepage application is available via an alternate access network, other than the PROPOSED SYSTEM. This is a recommendation that the home page be made available and location-aware while roaming or over Wi-Fi.
- (6) The PROPOSED SYSTEM SHOULD provide a specification for locating a –home page| based on current or manual location.
- (7) The PROPOSED SYSTEM SHOULD support use of field-deployed server applications.
- (8) The PROPOSED SYSTEM SHOULD support devices that are reachable via the global internet and can be used to host field based server applications (i.e. deployable servers).

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- (9) The PROPOSED SYSTEM SHOULD allow the devices outside of their normal jurisdiction to connect to a local packet data network and to the device's home packet data network to carry out incident objectives.
- (10) The PROPOSED SYSTEM SHOULD provide the ability for users to send and receive Short Message Service (SMS) and Multimedia Messaging Service (MMS) messages.
- (11) Voice Sessions SHOULD be handed off within the PROPOSED SYSTEM with limited delay and loss of audio during the transition. Because the devices and device capabilities for this feature will develop over time, this feature is a future evolution capability.
- (12) The PROPOSED SYSTEM SHOULD support Voice over LTE (cellular voice) capabilities using GSMA PRD IR.92.

1.4.2 User Equipment and Device Management

- (13) The PROPOSED SYSTEM SHOULD allow the integration of high power LTE UEs as they become available, based on the methodology contained in Table 2: Standards Implementation Methodology.
- (14) User Devices and Device Management solutions SHOULD support remote management capabilities over-the-air, including software update, discovery, device platform configuration, lock, unlock, wipe, and security configuration.
- (15) The software systems that comprise the PROPOSED SYSTEM SHOULD support the ability to enable local entities to install, update and manage their own applications. This may include security, transport and local APN provisioning.
- (16) The software systems that comprise the PROPOSED SYSTEM SHOULD provide published and version-controlled subscriber provisioning interfaces to enable end-to-end subscriber provisioning by the local entities. These interfaces SHOULD be verified during interoperability testing.

1.4.3 Testing

- (17) Prior to operational deployment on the PROPOSED SYSTEM, infrastructure equipment SHOULD have passed FirstNet- required Performance Testing of individual interfaces, nodes and overall system as per the specific performance requirements of the PROPOSED SYSTEM.
- (18) Nationwide applications on the PROPOSED SYSTEM SHOULD have passed FirstNet-required security testing to proper security levels (e.g. Criminal Justice Information Services [CJIS]) to ensure protection of FirstNet and public safety information.

1.4.4 Evolution

- (19) The PROPOSED SYSTEM SHOULD allow for connection and operation of IP-based LMR voice interoperability using open interfaces as they are developed.
- (20) The PROPOSED SYSTEM SHOULD be constructed and evolved in adherence to a multi-year roadmap.
- (21) Infrastructure equipment procured for the PROPOSED SYSTEM SHOULD be device agnostic

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and support backwards compatibility with deployed LTE devices.

(22) Infrastructure equipment in the PROPOSED SYSTEM SHOULD be upgraded as the evolutionary LTE releases occur. Define the equipment that will be covered under equipment refresh and the refresh timetable for each category of equipment

(23) Hardware and software systems comprising the PROPOSED SYSTEM SHOULD support industry practices for management of standard network interfaces from each supplier. These industry practices include formal publication of interface compliance, deprecation of interfaces, support for backwards compatibility and graceful obsolescence of interfaces.

(24) The PROPOSED SYSTEM SHOULD support industry practices for life cycle management of interfaces that it exposes to applications or users of the network to ensure backward compatibility for a reasonable interval, using industry- practice interface deprecation and obsolescence methods. The interfaces include, but may not be limited to: Network messaging Protocols, Application Programming Interfaces, Web-based Interfaces, Protocol/Messaging Interfaces, and User Interfaces such as Command Line Interfaces.

(25) The EPC equipment in the PROPOSED SYSTEM SHOULD support optional local and geographic redundancy.

(26) The equipment in the PROPOSED SYSTEM SHOULD support transport redundancy wherever economically feasible (i.e. connections to local switching equipment or WAN connectivity between sites or core locations).

1.4.5 Handover and Mobility

(27) If roaming between the PROPOSED SYSTEM and commercial LTE networks is implemented, and IMS is implemented in the PROPOSED SYSTEM, the PROPOSED SYSTEM SHOULD implement support for IMS while roaming into other LTE PLMNs. Meets requirements for handoff and interoperability considering border states (ME, MA, VT) and international border (CANADA).

1.4.6 Grade of Service

(28) Coverage maps SHOULD be maintained that show pictorially which GoS Tiers are supported over a geographic area. Detailed maps SHOULD be made available to authorized public safety agencies.

(29) PROPOSED SYSTEM coverage maps showing planned future coverage SHOULD be maintained. The maps SHOULD show planned coverage at regular intervals (e.g. quarterly) into the future. These maps SHOULD be made available to authorized public safety agencies.

(30) The PROPOSED SYSTEM SHOULD use a set of pre-defined GoS Tiers to provide clear and uniform description of the services of network performance provided within a Coverage Area.

(31) The GoS Tiers SHOULD include the minimum set of GoS Attributes defined in Section 4.6.3.

(32) The expected or actual GoS Tier SHOULD be disclosed to authorized public safety agencies in a geographic region.

(33) Each Coverage Area SHOULD be designed to operate with a defined GoS tier.

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(34) Service probability SHOULD be specified for each GoS Tier, in order to specify the quality of the user experience provided by the network.

(35) The expected minimum uplink (mobile to network) and downlink (network to mobile) rates of data transmission SHOULD be specified for each GoS Tier. The specifications must also include the protocol layer at which the data rates are to be measured.

(36) The PROPOSED SYSTEM SHOULD implement a scheme for engineering RAN boundaries according to a national cell coordination plan.

1.4.7 Prioritization and Quality of Service

(37) A set of default QoS profile templates SHOULD be defined for each responder function (e.g. police, fire, EMS) supported by the PROPOSED SYSTEM.

(38) Each QoS profile template SHOULD contain a descriptive definition of the responder function and default values for ARP, Access Class, UE-AMBR, and APN-AMBR.

(39) Since the PROPOSED SYSTEM could also support secondary users, default QoS profile templates SHOULD be defined for public safety and secondary users.

(40) Every user of the PROPOSED SYSTEM (public safety and secondary users) SHOULD be assigned a default prioritization and QoS profile using the set of pre-defined QoS profile templates.

(41) A process SHOULD be established and followed to manage the assignment of templates to users to ensure template assignment rules are uniformly applied for all users using the PROPOSED SYSTEM.

(42) FirstNet SHOULD make an API available to national, regional, and local applications to expose Priority and QoS control.

1.4.8 Security

(43) The PROPOSED SYSTEM security implementation SHOULD include pre-planned bypass mechanisms that have defined security and interoperability implications.

(44) Equipment used in the PROPOSED SYSTEM SHOULD support AES and SNOW 3G algorithms.

(45) FirstNet SHOULD establish the security controls and policy for inter-domain security and require that all parties (e.g. public safety agencies) who connect to the PROPOSED SYSTEM utilize FirstNet-approved cipher suites.

(46) FirstNet SHOULD consider using IPSec interfaces that utilize IKEv2 and utilize PKI to authenticate the peers of the IPSec Security Associations.

(47) When EPS elements are located in trusted locations without wide area communication links between them, the use of network domain security SHOULD be optional.

(48) Network interfaces between domains SHOULD be monitored and intrusion detection/prevention tools SHOULD be deployed.

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(49) The developed security mechanisms SHOULD permit local entities to hide the topologies and address spaces of their networks.

(50) Security mechanisms layered by a jurisdiction on top of the PROPOSED SYSTEM SHOULD NOT inhibit interoperability for users visiting from outside of the security domain in which it is implemented.

(51) As FirstNet enters into roaming agreements with commercial partners, security policies SHOULD be implemented that ensure integrity of the PROPOSED SYSTEM and that PROPOSED SYSTEM security practices are not compromised.

(52) FirstNet SHOULD consider supporting implementation of a national framework for user identity management.

(53) FirstNet SHOULD consider supporting implementation of a national framework for user identity federation to enable user interoperability across administrative domains within the PROPOSED SYSTEM, where authorized.

(54) Implementation of the national framework for user identity management and federation SHOULD include a set of guidelines and rules for applications to participate in the national identity management framework.

(55) The agency, organization or entity that utilizes the PROPOSED SYSTEM Identity Management framework SHOULD be responsible for enforcing authorization constraints on access to information as per their own security policy.

The scope of the Interoperability Board's requirements is limited to minimum requirements necessary to facilitate technical interoperability in the PROPOSED SYSTEM. Technical interoperability is defined as follows:

Technical interoperability is the ability of two or more systems or components, from the same or different manufacturers or service providers, to successfully exchange data and use information based on underlying interface standards.

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2. SCHEDULE OF EVENTS

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

EVENT	DATE	TIME
RFP released to Vendors (on or about)	January 4, 2016	4:00 pm
Vendor Inquiry Period begins (on or about)	January 4, 2016	4:00 pm
Vendor Inquiry Period ends (final inquiries due)	January 20, 2016	4:00 pm
Final State responses to Vendor inquiries	January 27, 2016	4:00 pm
Final date for Proposal submission	February 19, 2016	4:00 pm
Invitations for interviews	February 25, 2016	4:00 pm
Vendor presentations/discussion sessions/interviews, if necessary	March 1, 2016	4:00 pm
Anticipated selection of successful Bidder	March 7, 2016	4:00 pm
Anticipated Contract Approval by State	April 15, 2016	4:00 pm
Anticipated Notice to Proceed	April 30, 2016	4:00 pm
Completion Date	September 30, 2017	

This schedule may be subject to outside timetables and determinations under the jurisdiction of the US Department of Commerce grant, the FirstNet Authority and the State of New Hampshire.

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3. SCOPE, REQUIREMENTS AND DELIVERABLES

Scope, Requirements, and Deliverables are described below.

- a. Scope: Design, build, manage, and sustain a state-of-the-art, carrier-neutral, LTE broadband communication network using licensed FirstNet 20MHz of 700MHz LTE spectrum dedicated to and controlled by public safety with the potential to wholesale access to multiple carriers in conjunction with the State of NH.
- b. Requirements:
 - i. Appendix B: Minimum Standards for Proposal Consideration
 - ii. Appendix D: Narrative Topics; Topics for Mandatory Narrative Responses for Services and Project Management topics.
 - iii. Appendix E: Standards for Describing Vendor Qualifications; including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.

c. Deliverables

The State expects the work associated with this RFP will result in recommendations and requirements for multiple options for an integrated solution of one or more components that will meet reporting needs and fit within the State's IT, security and program requirements, including budget considerations. Appendix C provides details on Requirements and Deliverables for work to be completed under the Contract resulting from this RFP. The chart below describes the deliverables to be achieved through the RFP.

Milestone #	Activity, Deliverable, or Milestone	Deliverable Type	Explain How your Solution Meets the Requirement	Comments
1.	Conduct project kick-off meeting	Presentation		
2.	Finalized work plan to include the design details identified in Appendix C that integrates LMR and FirstNet into one system.	Written		
3.	Design and deploy a proof-of-concept system creating a statewide 700 MHz LMR system to support NH Department of Safety State Police/Marine Patrol.	Hardware and Software		
4.	A turnkey system consistent with FirstNet designs with a seamless communication platform for local, state, and federal public safety agencies.	Hardware and Software		
5.	Complete statewide coverage consistent with FirstNet designs with a focus on rural locations.	Written		

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6.	A financial model that funds deployment, operations, upgrades, equipment maintenance and replacement, and the survivability of the FirstNet network without cost to the taxpayers.	Written		
7.	Commitment to design and construction of new FirstNet facilities (towers, backhaul, and network operations centers) while leveraging existing public safety assets to provide adequate coverage.	Hardware and Software		
8.	An economic model that allows the state to benefit from the value of limited spectrum.	Written		

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4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

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

NH Department of Safety
Attn: John Stevens
33 Hazen Drive
Concord, NH 03305

Cartons containing Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY
RESPONSE TO:
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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.

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

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

- a. One (1) original and Five (5) clearly identified copies of the Proposal, including all required attachments, following the requirements set out below;
- b. One (1) copy of the Proposal Transmittal Form Letter (described in Section 4.18.2: Transmittal Form Letter, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL"; and
- c. One (1) electronic copy on CD ROM in MS Word format.

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

4.2 Proposal Inquiries

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

NH Department of Safety
Attn: John Stevens
33 Hazen Drive
Concord, NH 03305
Telephone: (603) 223-8003
Email: john.stevens@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 2: Schedule of Events). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: Schedule of Events; however, this date may be subject to change at the State's discretion.

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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 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.

4.4 RFP Addendum

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

4.5 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.

4.6 Validity of Proposal

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

4.7 Property of the State

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

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4.8 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.

4.9 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.

4.10 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its Information Technology resources, information, and Services.

4.11 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 Consultants proposed. Any and all costs associated with 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 H: State of New Hampshire Terms and Conditions P-37 and Contract Standard Language and RFP Section 6: General Contract Requirements, herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's Terms and Conditions and any portion of the Vendor's Proposal, the State's Terms and Conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

4.15 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

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identification of the Vendor in the page footer; and

- Tabs should separate each Section of the Proposal.
- A CD/DVD of all printed materials should be included with the one (1) master binder package.

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.

4.16 Proposal Organization

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

- Cover Page
- Transmittal Form Letter
- Table of Contents
- Section I: Executive Summary
- Section II: Glossary of Terms and Abbreviations
- Section III: Responses to Requirements, Appendix C: Scope, Requirements and Deliverables
- Section IV: Corporate Qualifications
- Section V: Qualifications of Consultant Staff
- Section VI: Financial Model & Sustainability Plan
- Section VII: Narrative Topics
- Section VIII: Copy of the RFP and any signed Addenda in the Original Proposal only

4.17 Proposal Content

4.17.1 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:
RFP 2015-000

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.

4.17.2 Transmittal Form Letter

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

Remainder of this page intentionally left blank

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State of New Hampshire Proposal Transmittal Form Letter

Company Name _____

Address _____

To: NH Dept of Safety – John Stevens
Telephone: (603) 223-8003 Email: john.stevens@dos.nh.gov

RE: Proposal Invitation Name: NH Dept. of Safety, NH Statewide Interoperability Executive Committee
Proposal Number: **NH 2015-000**
Proposal Opening Date and Time: February 19, 2016, 2:00PM EST

Dear Sir:

Company Name: _____, hereby offers to sell to the State of New Hampshire the Services indicated in **RFP 2015-000**, NH Statewide Interoperability Executive Committee, at the price(s) quoted in Vendor Response Section VI: Financial Model and Sustainability Plan, and Appendix F: Financial Model, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6: General Contract Requirements and Appendix H: State of New Hampshire Terms and Conditions P-37 and Contract Standard Language.

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

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the State of New Hampshire Terms and Conditions P-37 and Contract Standard Language in Appendix H and General Contract Requirements in Section 6, which shall form the basis of any Contract resulting from this RFP. No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

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

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

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

Our official point of contact is _____

Title _____

Telephone _____ Email _____

Authorized Signature Printed _____

Authorized Signature _____

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4.17.3 Table of Contents

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

4.17.4 Section I: Executive Summary

The Executive Summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: Minimum Standards for Proposal Consideration, to this Request for Proposals. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

4.17.5 Section II: Glossary of Terms and Abbreviations

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

4.17.6 Section III: Responses to Requirements and Deliverables

Requirements are provided in Appendix C: Scope, Requirements and Deliverables for this RFP. Requirements provide a framework for the Deliverables that the State is seeking in this RFP document.

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

4.17.7 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.

4.17.8 Section V: Qualifications of Consultant Staff

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

4.17.9 Section VI: Financial Model and Sustainability Plan

The Cost Proposal must include the following:

- 4.17.9.1 A Deliverable Payment prepared using the format provided in Table F-1 of Appendix F: Financial Model and any discussion necessary to ensure understanding of Data provided; and

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4.17.9.2 A Future Vendor Rates Pricing Worksheet prepared using the format provided in Table F-2 of Appendix F: Financial Model and any discussion necessary to ensure understanding of Data provided.

4.17.10 Section VII: Narrative Topics

The Proposal must include a narrative response to the questions posed in this section.

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

Remainder of this page intentionally left blank

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5 PROPOSAL EVALUATION PROCESS

5.1 Scoring Proposals

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

The State shall issue an Intent to Award notice to a Vendor based on these evaluations. Should the State be unable to reach an Agreement with the Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State, until an Agreement is reached, or all Proposals are rejected.

The State shall use a scoring scale of 100 points, which shall be applied to the Solution as a whole. Points will be distributed among four (4) factors:

- 30 points - Proposed Candidate's experience with type of requested Services
 - 30 points - Candidate's qualifications (including any Subcontractor)
 - 10 points - Vendor Company
 - 30 points - Viability - Financial Model and Sustainability
-
- 100 points - Total Possible Score

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

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

5.3 Planned Evaluation

The State plans to use the following process:

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

5.3.1 Initial Screening

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

- 5.3.1.1 The Proposal is date and time stamped before the deadline;
- 5.3.1.2 The Vendor has sent the proper number of copies;
- 5.3.1.3 The original version of the Proposal is marked "ORIGINAL" and the copies are marked "COPY";

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5.3.1.4 The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception; and

5.3.1.5 The proposed Solution meets the requirements as specified in Appendix B: Minimum Standards for Proposal Consideration of the RFP.

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

5.3.2 Preliminary Scoring of Proposals and Reference Checks

The State shall establish an evaluation team to initially score Proposals and conduct reference checks.

5.3.3 Oral Interviews

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

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

5.3.4 Best and Final Offer

The State may, at its sole option, either accept a 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.

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6 GENERAL CONTRACT REQUIREMENTS

6.1 State of New Hampshire Terms and Conditions and Contract Requirements

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

6.2 Vendor Responsibilities

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

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

6.3 Project Budget/Price Limitation

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

6.4 State Contracts

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

6.5 Vendor Staff

The company selected in response to this RFP will serve as a consultant assigned to the Office of Interoperability within the Department of Safety. Direction and guidance will be provided by the Department of Safety and the Statewide Interoperability Executive Committee (SIEC). The Department of Safety will assign the project's Technical Sponsor/Lead. This individual will work closely with members of the SIEC and partners including engineering consulting personnel. There will also be a working relationship with personnel from other state agencies.

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

Any changes to the Vendor's Consultant Staff shall require the prior written justification

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

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

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

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

6.5.1 Subcontractors

The Vendor may employ Subcontractors to deliver required Services subject to the terms and conditions of this RFP, including but not limited to, in Section 6: General Contract Requirements herein the State of New Hampshire Terms and Conditions P-37 and Contract Standard Language of this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

6.6 Warranty

6.6.1 Services

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

6.6.2 Personnel

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

6.6.3 Non-Infringement

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

6.6.4 Warranty Period

The Vendor shall warrant all Services and personnel, engaged under Contract as a result of the

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RFP, for the duration of the Contract period. The warranty for non-infringement shall survive the conclusion of the Contract and any extensions.

6.7 Administrative Specifications

6.7.1 Travel Expenses

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

6.7.2 Shipping and Delivery Fee Exemption

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

6.7.3 Access/Cooperation

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

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

6.7.4 State-Owned Documents and Copyright Privileges

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

6.7.5 Intellectual Property

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

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

6.7.6 Work for Hire

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

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6.7.7 IT Required Work Procedures

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

6.7.8 Computer Use

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

- a. Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure;
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Vendor access or attempt to access any information without having the express authority to do so;
- c. That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and/or Agreements relating to System entry/access;
- d. That all Software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Vendor must use utmost care to protect and keep such Software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or Software owned, licensed, or being evaluated by the State, can be used by the Vendor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment; and
- e. That if the Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

6.7.9 Email Use

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

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6.7.10 Internet/Intranet Use

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

6.7.11 Regulatory/Governmental Approvals

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

6.7.12 Force Majeure

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

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

6.7.13 Confidential Information

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

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

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- 6.7.13.3 Any disclosure of the State's Confidential Information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State's Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process at no additional cost to the State.
- 6.7.13.4 In the event of unauthorized release of the State's Confidential Information, the Vendor shall immediately notify the State, and the State shall immediately pursue any remedy at law and in equity, including, but not limited to injunctive relief.
- 6.7.13.5 Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-
- A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable laws or regulations, including but not limited to, New Hampshire RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. At the request of the State, the Vendor shall cooperate and assist the State with collection and review of the Vendor's information at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.
- 6.7.13.6 This Section 6.8.15 Confidential Information shall survive termination or Contract Conclusion.
- 6.7.14 Change of Ownership
In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assigns.

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6.7.15 Assignment, Delegation and Subcontracts

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

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

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

6.7.16 Venue and Jurisdiction

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

6.8 Pricing

6.8.1 Pricing

The Vendor must provide future pricing for each individual skill level proposed. A worksheet is provided in Appendix F: Financial Model, Table F-2: Future Vendor Rates Pricing Worksheet.

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6.8.2 Invoicing

The Vendor shall submit invoices within one week of the State's Acceptance of the Deliverable(s) as permitted by the Contract and the terms listed herein. All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld.

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

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

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

6.8.3 Overpayments to the Vendor

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

6.8.4 Credits

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

6.8.5 Retention and Access Requirements

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

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

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

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

6.8.6 Accounting Requirements

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

6.9 Grant-Funded Costs Deemed Un-allowed

6.9.1 Costs Not Allowed

This RFP is awarded under the expectation that any costs to the development of the project might be funded under the allowable costs associated with a federal grant from the US Department of Commerce. Should the expenses associated with this project not be allowed to be covered by the grant award, then all costs associated with this RFP will need to be associated with the overall cost model of the RFP proposal. Responders should include all costs in the overall proposal model under the presumption that none of the proposed costs would be covered by any grant funds.

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6.10 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

	<u>VENDOR</u>	<u>THE STATE</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	TBD	John Stevens, SWIC, Project Manager	5 Business Days
First	TBD	Kevin O'Brien, Assistant Commissioner	10 Business Days
Second	TBD	Richard Bailey, Assistant Commissioner	15 Business Days
Third	TBD	John J. Barthelmes, Commissioner	20 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.

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Appendix A: Recommended Minimum Technical Requirements to Ensure Nationwide Interoperability for the Nationwide Public Safety Broadband Network – NIST, Final Report, May 22, 2012

This work is critically important to all first responders, and the future FirstNet organization that will develop, implement and manage the network. However, we must also remember that technologies are used by people. That component is the human factor. Whatever the technology, it will have to fit in the hands of those who will use it to protect and serve. It will have to be as simple to use as today's smart phones. It will have to be ruggedized and able to withstand the rigors of public safety use. The applications will need to be reliable and easy to use, whether a first responder is in pursuit of a subject, responding to a medical emergency, directing traffic or reporting to the scene of a disaster. The PROPOSED SYSTEM will serve first responders who are part of the "Internet generation." This generation of users grew up with mobile broadband technology; they adapt to it quickly and they understand the enormous capability that it affords. They aren't as concerned with who builds it as they are with what applications are available. Does it just work? Does it work everywhere? Is it automatic? What is the latest application that will assist me in my job? Will it be as reliable, resilient and predictable in times of emergency as the land mobile radio systems are today? Can I bet my life on it?

The underlying technology is one aspect of achieving interoperability; however, interoperability can only truly be established and preserved over time through vigilant policies, governance, and practices associated with creation, evolution and operation of the network by FirstNet.

1.3 Recommended Requirements Summary

In all cases where these recommendations reference specific 3GPP standards (e.g. 3GPP TS 36.101), the intended meaning is that the standard to be applied is contained in Release 9 of the 3GPP standards, or the future evolved equivalent of that standard that applies to future releases.

1.3.1 3GPP LTE Standards, Interfaces and Guidelines

- [1] Hardware and software systems comprising the PROPOSED SYSTEM SHALL implement interfaces consistent with Table 2: Standards Implementation Methodology.
- [2] Hardware and software systems comprising the PROPOSED SYSTEM SHALL support the interfaces enumerated in Table 1: Minimum Interoperable Interfaces.
- [3] Hardware and software systems comprising the PROPOSED SYSTEM SHALL support management functions.
- [4] Hardware and software systems comprising the PROPOSED SYSTEM SHALL support APNs defined for PSAN usage.
- [5] Hardware and software systems comprising the PROPOSED SYSTEM SHALL support nationwide APNs for interoperability.
- [6] Hardware and software systems comprising the PROPOSED SYSTEM SHALL enable QoS control for PSAN-hosted applications via the 3GPP "Rx" interface.
- [7] The PROPOSED SYSTEM SHALL support IPv4, IPv6, and IPv4/v6 PDN types defined in 3GPP TS 23.401.
- [8] The PROPOSED SYSTEM SHALL support IPv4 and/or IPv6 transport for the EPS interfaces enumerated in Table 1: Minimum Interoperable Interfaces, consistent with the FirstNet design.
- [9] Any sharing agreement that FirstNet enters into SHALL implement network sharing according to 3GPP TS 23.251 and SHALL NOT impact public safety operations.

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[10] The PROPOSED SYSTEM SHALL include the capability to collect and convey UE location data to applications using a standardized interface in near real time.

[11] The PROPOSED SYSTEM SHALL be capable of providing public safety subscribers with access to the global Internet.

1.3.2 User Equipment and Device Management

[12] All User Devices (UEs) deployed on the PROPOSED SYSTEM SHALL conform to the 3GPP Release 9 Uu interface enumerated in Table 1: Minimum Interoperable Interfaces.

[13] All User Devices (UEs) deployed on the PROPOSED SYSTEM SHALL conform to the 3GPP TS 36.306 UE Radio Access Capabilities, Release 9.

[14] All User Devices (UEs) SHALL support interworking of the device with the USIM/USAT applications on the UICC in accordance with the relevant 3GPP 31.101, 31.102, and 31.111 standards.

[15] All User Devices (UEs) deployed on the PROPOSED SYSTEM that support roaming onto commercial LTE networks SHALL operate on any FirstNet roaming partner network using bands supported by the device.

[16] All UEs SHALL support dual IPv4/IPv6 stacks.

1.3.3 Testing

[17] Prior to IOT and System-Level testing UEs SHALL have already met 3GPP conformance and certification requirements per an independent conformance testing organization (e.g. PTCRB).

[18] Prior to operational deployment on the PROPOSED SYSTEM, UEs SHALL have passed FirstNet-required Interoperability Testing (e.g. using a subset of applicable test cases from CTIA IOT and UICC functional test cases, vendor IOT or similar commercial LTE industry practice).

[19] Prior to operational deployment on the PROPOSED SYSTEM, UEs SHALL have passed FirstNet-required UICC functional testing.

[20] Prior to operational deployment on the PROPOSED SYSTEM, infrastructure equipment SHALL have passed FirstNet- required Interface Conformance Testing (e.g. testing S1-MME conformance to 3GPP) on the interfaces specified by FirstNet.

[21] Prior to operational deployment on the PROPOSED SYSTEM, infrastructure equipment SHALL have passed FirstNet- required Interoperability Testing at a system level as per the specific IOT requirements for the PROPOSED SYSTEM.

[22] Infrastructure deployed on the PROPOSED SYSTEM SHALL be included in the FirstNet-required FOA process as part of the PROPOSED SYSTEM deployment.

1.3.4 Evolution

[23] The equipment comprising the PROPOSED SYSTEM SHALL provide backwards compatibility of interfaces, from time of deprecation, for a minimum of two full major release/upgrades of the network. This requirement may be waived (i.e., interface obsolescence accelerated) if FirstNet can ascertain from the user community that there are no

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dependencies on a given interface.

1.3.5 Handover and Mobility

[24] The PROPOSED SYSTEM SHALL support user mobility across the entire PROPOSED SYSTEM (including Opt-out states).

[25] The PROPOSED SYSTEM SHALL support S1 and SHALL preferentially support X2 handover between adjacent PROPOSED SYSTEM cells (including cells owned by opt-out states) whose proximity supports a handover opportunity.

[26] If roaming between the PROPOSED SYSTEM and commercial LTE networks is implemented, the PROPOSED SYSTEM SHALL follow GSMA PRD IR.88.

[27] If roaming between the PROPOSED SYSTEM and commercial 3GPP 2G/3G networks is implemented, the PROPOSED SYSTEM SHALL follow 3GPP TS 23.002 to support roaming into 3GPP 2G/3G networks.

[28] If roaming between the PROPOSED SYSTEM and commercial 3GPP2 (eHRPD) networks is implemented, the PROPOSED SYSTEM SHALL follow 3GPP 23.402 to support roaming into 3GPP2 (eHRPD) networks.

[29] The PROPOSED SYSTEM SHALL support the use of mobile VPN technology to support mobility between the PROPOSED SYSTEM and other networks.

1.3.6 Prioritization and Quality of Service

[30] The PROPOSED SYSTEM SHALL provide the ability for national, regional, and local applications to dynamically change a UE's prioritization and QoS using the 3GPP '_Rx' interface.

[31] The PROPOSED SYSTEM SHALL support all 9 QCI classes specified in table 6.1.7 of 3GPP 23.203 v9.11 or future equivalents.

[32] QoS mechanisms in the PROPOSED SYSTEM SHALL comply with 3GPP TS 23.203.

[33] The PROPOSED SYSTEM SHALL support the usage of all 15 ARP values defined in 3GPP 23.203.

[34] The PROPOSED SYSTEM SHALL support the ARP pre-emption capability and vulnerability functions as defined in 3GPP 23.203.

[35] The PROPOSED SYSTEM SHALL implement a nationwide scheme for assigning Access Classes to public safety users and secondary users following the 3GPP recommendations in TS 22.011, Section 4.2.

[36] The PROPOSED SYSTEM SHALL implement a nationwide scheme for assigning QoS Class Identifier priority to IP network and backhaul priority across the entire PROPOSED SYSTEM.

[37] The PROPOSED SYSTEM SHALL support the use of industry standard VPN and MVPN technology, while providing priority and Quality of Service for encapsulated applications.

1.3.7 Security

[38] The PROPOSED SYSTEM SHALL use a nationwide common security profile for user plane and control plane traffic between UEs, eNBs and MMEs, in accordance with 3GPP LTE Network Access Domain protocols. The

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profile SHALL be based on 3GPP TS 33.401, and will be determined by FirstNet based on a system design and other considerations as it deals with evolving cyber threats. As a minimum, the profile SHALL include specification of ciphering algorithms (for example, use of AES-128 vs. SNOW 3G).

[39] The nationwide common security profile SHALL include ciphering of control plane traffic in order to provide for interoperable cyber protection of the network. Ciphering of user plane traffic is optional and is based on policy decisions that involve FirstNet and user agencies.

[40] To enable interoperable authentication, the USIM and HSS SHALL be capable of supporting the same key derivation functions, such as Milenage per 3GPP TS 35.205, 35.206.

[41] Network Domain Security SHALL be implemented in accordance with 3GPP TS 33.210, which stipulates the use of IPSec to protect IP communication between administrative domains (including all network connections used to interconnect the domains).

[42] The PROPOSED SYSTEM SHALL comply with TS 33.310 as the authentication framework for Public Key Infrastructure to authenticate these network interfaces.

[43] In order to ensure secure and interoperable interfaces between the PROPOSED SYSTEM and external elements (e.g. all SGi, Rx and Srvs services as shown in Figure 2), these interfaces SHALL be protected with a FirstNet-approved security mechanism.

[44] User Domain Security SHALL be implemented in accordance with 3GPP TS 33.102, TS 31.101, and TS 22.022.

[45] USIM-based applications that require messaging between the USIM and network components SHALL implement Application Domain Security in accordance with 3GPP TS 33.102 and TS 31.111.

[46] In such cases where visibility is required for devices on the PROPOSED SYSTEM, the implementations SHALL comply with 3GPP TS 33.102 and TS 22.101.

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Appendix B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

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

For Proposals, the minimum standards for Proposal consideration include:

- B-1 Proposal Submission
The Proposal submitted on time, as defined in this RFP in Section 2: Schedule of Events; the Vendor has followed all the instructions as defined in Section 4 of this RFP;
- B-2 Compliance with Requirements
Compliance with the entire mandatory requirement outlined in Appendix C: Scope, Requirements and Deliverables;
- B-3 Transmittal Form Letter
Inclusion of the properly completed Transmittal Form Letter contained in Section 4.18.2: Transmittal Form Letter of this RFP; and
- B-4 Experience, References and Vendor Qualifications
The vendor must have experience and provide references supporting the Requirements and Deliverables as listed in Appendix C: Scope, Requirements and Deliverables; the vendor must complete the Appendix E: Standards for Describing Vendor Qualifications.

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Appendix C: SCOPE, REQUIREMENTS AND DELIVERABLES

The vendor is expected to provide a detailed statewide deployment plan to include the following items, though not limited to:

C-1: Define the statewide deployment for both the 700MHz LMR and FirstNet network plans – including but not limited to:

- Preliminary System Design
- Commercial cell provider coverage and expected utilization
- Engineering data (Maps, profiles, etc.)
- Site Inspections
- Engineering and System Design
- Backhaul design
- Pole attachment/Conduit licensing
- Tower Requirements
 - Structural Analysis and Site Permitting
 - Resiliency
 - Security
- FCC Licensing and Permitting
- Network Operation Center
 - Location
 - Staffing
 - Availability (24 x 7staffed?)
- Incident management, Change Management
- Reporting
- Account Management and Access Control plan for administration and end users
- Final Design Acceptance Process
- Potential problem areas
- Deployment (Project plan)
- Testing and Acceptance testing
- Legacy equipment removal
- Auditing

C-2: Services Provided

- Identify those entities which will be allowed access to NHFirstNet services
- Describe the process and controls for rude preemption on a local, regional, or statewide basis.
- Develop a matrix of data services that are allowable services on this

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network at startup.

- How will new data applications will be accommodated in the standard operating mode, as well as during a local, regional, or statewide incident.
- Describe the method and timeline for reassessment of data requirements and planned capacity expansion.

C-3: Equipment

- Identify those entities that will be provided equipment and what equipment will be deployed in each phase
- Define expected warranty coverage for each equipment type
- Define the equipment that will covered under equipment refresh and the refresh timetable for each category of equipment
- Connection to FirstNet National System
- Negotiated with FirstNet for spectrum
- Meets requirements for handoff and interoperability considering border states (ME, MA, VT) and international border (CANADA)

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Appendix D: NARRATIVE TOPICS

To better understand the skills and experience offered by your company, complete the following narrative topics:

1. Describe your experience with working with government organizations;
2. Describe the depth and breadth of technical skills offered by your company staff. Address all requirements listed in Appendix C: Scope, Requirements and Deliverables;
3. Describe your company's experience with market research. How will they approach this project and ensure an unbiased recommendation? What market analysis tools do you plan to use during this project;
4. What are the most important considerations when attempting to integrate existing technology into the solution; and
5. Provide a sample Work Plan of previous work to demonstrate your organization's methods and processes relative to project work.

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Appendix E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

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

E-1 Required Information on Corporate Qualifications

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

E-1.1 Corporate Overview (2 Page Limit)

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

E-1.2 Radio Communication Systems Experience.

Describe how the following requirements that are met by your organization: A thorough understanding of the business functions associated with a public safety fully integrated dispatch enterprise IP-based radio communication system including but not limited to: tower infrastructure sites, microwave backhaul requirements, LMR requirements, frequency coordination, site permitting, quality audits, site integration coordination, and end user equipment operation. Experience with VHF digital narrowband communication systems will be considered a significant benefit.

E-1.3 Project Management Experience.

Describe how the following requirements that are met by your organization: Five years of experience supervising and directing team members through the life cycle design, development, and implementation of communication systems. Demonstrated experience with at least two successfully implemented large projects, for a mission critical communication system business application, which required oversight of project teams comprised of team members from multiple organizations. Knowledgeable and skilled in project and resource management to ensure successful completion of project phases on time, within budget, and to specific quality standards.

E-1.4 Legacy Experience.

Describe how the following requirements that are met by your organization: Discover technical activities associated with the radio communications system deployment effort for the New Hampshire State Police Communication Network Program (NHCommNet) to include becoming distinctly familiar with existing legacy and IP-based statewide communications infrastructure equipment, transmit and receive radio coverage, microwave backhaul, and dispatch services.

E-1.5 Financial Strength

Provide the following:

- The current Dunn & Bradstreet Report;

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- The firm's two most recent audited financial statements; and
- The firm's most recent un-audited, quarterly financial statement; last return;

E-1.6 Litigation

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

E-1.7 Subcontractor Information

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

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

E-1.8 Prior Project Descriptions (limited to 3 pages each)

Provide descriptions of at a minimum three (3) similar Projects completed in the last five (5) years. Each Project description should include:

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

E-2 Candidates for Vendor positions

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

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

E-3 Related Documents Required at Contract Award

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

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- Certificate of Authority/Vote (Appendix G); and
- Proof of Insurance compliant with Appendix H: State of New Hampshire Terms and Conditions P- 37 and Contract Standard Language.

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Appendix F: FINANCIAL MODEL

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

F-1 Financial Model, Pro Forma and Sustainability

The vendor must provide a financial model to demonstrate the justification of the non-recurring expenses (capital) and recurring (operating) expenses and estimated State revenue financials associated with the project. A 10-year Pro Forma must be included to demonstrate the sustainability details to maintain the operation of the proposed network.

F-2 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 SFY runs from July 1 through June 30 of the following calendar year.

Table F-2: Future Vendor Rates Pricing Worksheet

Position Title	SFY 2016	SFY 2017
Position #1		
Position #2		
Position #3		
Add positions as necessary		

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Appendix G: CERTIFICATES

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

(VENDORS NEED TO SUBMIT AT CONTRACT AWARD TIME)

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

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

G-2 Certificate of Authority/Vote

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

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

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

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CERTIFICATE OF AUTHORITY/VOTE CHECKLIST SOURCE OF AUTHORITY

Authority must come from the governing body, either:

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

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

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

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

APPROPRIATE PERSON SIGNED THE CERTIFICATE

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

Remainder of this page intentionally left blank

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

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

2. EMPLOYMENT OF CONTRACTOR / SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE / COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all

Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein

by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall

comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of

the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of

this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default");

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and

things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H.

RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services.

None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against

all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 Fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the

Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

upon any further or other Event of Default on the part of the Contractor.

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

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

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

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

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

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

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

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