DEPARTMENT OF SAFETY

AUTOMATED DRIVER LICENSE TESTING SOFTWARE & CDL HAND-HELD DEVICES

RFP DOS 2017-08

RFP ISSUED: June 12, 2017

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CONTRACT TYPE: Fixed Price

PROPOSALS DUE: July 14, 2017 By 2:00 PM
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## ATTACHMENTS

A: BUSINESS REQUIREMENTS DOCUMENT

B: BID RESPONSE TRANSMITTAL TABLES- DELIVERABLES AND PRICING
1. INTRODUCTION

The State of New Hampshire, Department of Safety, Division of Motor Vehicles (DMV) is seeking proposals from qualified vendors to replace an existing, automated driver license testing system and to introduce hand-held, portable technology for CDL Examiners (practical examination) with a minimum screen size of ten inches and meets military specifications.

The State is seeking an automated solution to include a full suite of knowledge testing for CDL, operator, and motorcycle tests. The automated solution must include CDL skills examination. Vendor shall include pricing for additional hardware if the State chooses to extend the solution to operator and motorcycle skills testing.

The Division of Motor Vehicles requires the knowledge, skills and road examinations to be Federal Motor Carrier Safety Administration (FMCSA) and AAMVA 5, 2014 compliant for all commercial license examinations as prescribed in 49CFR-383.133. Other portions of the examinations being sought are the Motor cycle safety foundation (MSF) compliant motorcycle knowledge and skills testing suite. State specific examinations for driver license, school bus certificate, and the driver educator knowledge exam are also being sought and are state specific. The state also requires the chosen vendor to provide audio capabilities with each examination, to include “voice over” for each question and answer. The state will also require the vendor to provide each examination in English, Spanish and French and must be capable of providing additional languages as well.

1.1 Current Process

Our current process begins when a customer visits a DMV location and applies for any of the following credentials: Commercial Driver License, Operator Driver License, Motorcycle Driver License or Endorsement, School Bus Driver Certificate, or Driver Education Instructor Certificate.

The customer completes an appropriate application which is entered into the DMV’s driver licensing system, currently known as IDMS, soon to be replaced by a new system known as VISION. The application is entered by a customer service representative (CSR). Customer eligibility is then determined through a series of background checks at time of application through the AAMVAnet, such as social security, PDPS and CDLIS. After successful completion of prerequisite checks, the CSR goes through the transaction process where predetermined knowledge exams are assigned to the applicant. Upon completion of the transaction, the CSR navigates from the driver licensing system to the testing application (Auto Test) via URL located on the CSR’s desktop. At this point, the Auto Test application launches and prompts the CSR to enter their user name and password to gain system access. Upon successful sign-on, the CSR enters the applicant’s driver license number which prompts Auto Test to query IDMS to determine the type of knowledge test to be taken by the applicant. The interface between the two systems occurs in real time.
Knowledge test assignment is completed using the Auto Test application which is available to all front counter staff. The CSR assigns the applicant to a specified, available testing machine. Once at the appropriate testing machine, the customer must answer a predetermined set of security questions (customer specific demographic information for identity purposes) to gain access to the knowledge exam. After achieving acceptance to the testing system, the applicant is given a choice to “begin test” or “practice exam”. The practice exam is a small tutorial on how the system works and allows the applicant to gain a level of comfort before beginning the exam. Once the exam has begun, the applicant has a predetermined amount of time to complete the exam and must meet the minimum score of 80%. The current testing system is also configured with a quick pass/fail module that will not let an applicant continue if 80% is unattainable. Upon success or failure of the exam, the test station will send the test results (i.e. pass or fail indicator) back to IDMS in real time. The test machine will also provide pass/fail feedback and instructions to the applicant with regard to the next step in the testing process (i.e. if passed, please see the CSR; if failed, would you like to review the test). The testing history for all applicants is currently stored in the vendor’s database.

The current system provides audio functions in the form of reading each question and answer to applicants in English, Spanish or French. The language selection is made by the customer service representative prior to exam assignment. Customers are provided with listening devices in order to minimize disruption to other test takers.

Currently all skills examinations including pre-trip inspection, off-road examination, and on-road exam are fully manual and paper based.

1.2 Conceptual Proposed Process Flow

The state will require similar functionality to that described above within the proposed solution in a more robust and modernized platform.

Our conceptual process will also begin with a customer visit to a DMV location and application for the credentials outlined above. The customer will complete an appropriate application which will be entered into the DMV’s new driver licensing system, known as VISION. The application will be entered by a customer service representative (CSR). Customer eligibility will be determined through a series of background checks at time of application through the AAMVA.net, such as SSA, PDPS and CDLIS, and the satisfaction of predetermined deficiencies in the VISION system.

Once all of the above checks are met and the last remaining deficiency is satisfied in VISION, the proposed automated testing solution (PATS) should automatically launch in a new window without additional prompts for user logon. Users should be automatically signed into PATS through single sign-on utilizing Active Directory. Once launched, the applicant’s information including the VISION assigned test type and VISION Customer Identifier should be automatically passed from VISION to PATS without additional input from the CSR. The interface between the two systems
should occur in real time. The CSR should be able to confirm customer information and test type, and should be able to select additional functionality such as language. The CSR should be able to view all available test stations and be able to assign the applicant to a specified, available station. Once at the appropriate testing station, the customer should be required to verify a predetermined set of security questions (customer specific demographic information for identity purposes) to gain access to the assigned knowledge exam. The customer should have the ability to select an audible version of the test in which all questions and answers are read out loud through the use of a listening device. The customer should not have the ability to alter any other information or select additional options. After accessing the testing station, the applicant should be given a choice to “begin test” or “practice exam”. The practice exam shall be a small tutorial on how the system works and allows the applicant to gain a level of comfort before beginning the exam. All tests available in the PATS should be of predetermined length of time to complete and must meet the minimum score of 80%. The proposed solution should be configured with a quick pass/fail module that will not let an applicant continue if 80% is unattainable. Upon success or failure of the exam, the proposed solution should automatically send the test results (i.e. pass or fail indicator) back to VISION in real time. The test station should also provide pass/fail feedback and instructions to the applicant with regard to the next step in the testing process (i.e. if passed, please see the CSR; if failed, would you like to review the test).

The PATS should provide audio functions in the form of reading each question and answer to applicants in English, Spanish or French. The language selection should be made by the customer service representative prior to exam assignment. Customers should be provided with listening devices in order to minimize disruption to other test takers. Listening devices shall be included in the proposed solution.

The PATS should also include a fully automated, portable skills test testing solution. Upon the successful completion of a knowledge test, a CSR shall be able to view available skill test appointments through a scheduling component of either the driver licensing system or the PATS. The skills test will be a predetermined deficiency in the VISION system. If the test is to be assigned through a scheduling component of the PATS, customer information should be automatically passed from VISION to the PATS. No further CSR input shall be required.

The skills examination shall begin with the applicant reporting for the assigned test. All Examiners shall utilize portable, hand-held devices for all components of the skills examinations described above. The Examiner shall have the ability to view a full day’s skills test schedule on the hand-held device. Before the test can commence, the Examiner shall be able to select the assigned test and the following information shall be displayed on the hand-held device: customer photo, first and last name, and date of birth. The Examiner shall confirm the verification of the data at which point the pre-assigned test should begin.

The pre-trip inspection will begin with the Examiner verifying the applicant’s identity by using the hand-held portable device. After verifying the applicant’s identity, the
Examiner will enter the test vehicle’s registration information on the hand-held portable device. At this point, the device should display the AAMVA provided pre-trip inspection test instructions, which the Examiner will read to each applicant from the device. The pre-trip inspection shall be tracked on the hand-held device utilizing the AMMVA approved score sheet. The Examiner shall utilize the score sheet as the applicant completes the various pre-trip inspection components on the test vehicle. The Examiner shall also have the ability to make notations during the examination. At the completion of the exam, the hand-held device shall automatically provide a test score. A passing score will allow the Examiner to move on to the “off-road skills” score sheet. A failing score will not allow the Examiner to use the “off-road skills” sheet to continue the exam.

The off-road skills examination will begin upon the successful completion of the pre-trip inspection. At this point, the hand-held device should display the AAMVA approved instructions, which the Examiner will read to each applicant from the device. The off-road skills examination shall be tracked on the hand-held device utilizing the AAMVA approved score sheet to track the applicant’s progress. The Examiner shall be able to make notations during the examination. The off-road portion of the exam shall be equipped with a quick pass/fail module ending the test automatically if enough points have been accumulated to pass or a passing score cannot be achieved at the completion of the exam, the hand-held device shall automatically provide a test score. A passing score will allow the Examiner to move on to the “on-road skills” score sheet. A failing score will not allow the Examiner to use the “on-road skills” sheet to continue the exam.

The on-road skills examination will begin upon successful completion of the off-road skills examination. At this point, the hand-held device should display the AAMVA provided on-road skills examination instructions, which the Examiner will read to each applicant from the device. The on-road skills examination shall be tracked on the hand-held device utilizing the AAMVA approved score sheet. The Examiner shall have the ability to pick a predetermined route, which can be tracked by using the hand-held portable device’s GPS functionality. The Examiner shall select the test route and begin the examination. During the examination, the Examiner shall have the ability to make notations on the device. The hand-held device shall automatically provide a test score. Upon successful completion or failure of the examination, the appropriate score shall be passed to the system of record (VISION) in real time. The chosen testing solution must also interface to a Federal Motor Carrier approved program as required under 49CFR 383.79 (a) for the purpose of sharing CDL test scores with other jurisdictions. The state currently utilizes the ROOSTR system provided by AAMVA. The proposed solution must be compatible with ROOSTR or CSTIMS in order to allow the State to share CDL test scores with other jurisdiction.

This RFP is designed to provide qualified bidders with sufficient, basic information to submit proposals. It is not designed to limit a proposal’s content or exclude any relevant or essential information. This project is primarily funded by the Federal Motor Carrier Safety Administration (FMCSA); therefore, the successful vendor must comply
with the applicable terms and conditions in exhibit H and the Title VI Assurance Notification in Appendix 1.

The state is open to multiple cost models to include a “per test” model, vendor owned and hosted model, state owned and vendor supported model or a blend of each.

1.3 Proposed Interface Solution

The State of New Hampshire will require a robust, modernized and real time interface between its system of record and the chosen solution.

The CSR will enter applicant information into the system of record and process a transaction for a specific license type by customer request. The transaction could result in one or many test requirements. These could be knowledge or skills test requirements which may be taken immediately or scheduled for a later date.

The system of record will call ADLT as the test requests are created and will send one or many test task orders to the ADLT system. The test task order will consist of the following information, at minimum:

- Test request ID {12345678910111213}
- Customer ID
- Customer full name
- Customer date of birth
- Customer photo (taken by system of record)
- Type of test to be taken

Once the ADLT system has received this information from the system of record, test assignment, scheduling tests and additional ADLT functions may begin. Once a test has been completed (knowledge or skills), ADLT should respond with a web service message to the system of record with the following information, at minimum:

- Test request ID
- Customer ID
- Date the test was taken
- Test result (pass or fail)
- Numerical test scores

In addition to the above all test task orders received from the system of record, scheduled or already taken should be reachable from the system of record through a web interface using the test request ID which was sent as part of the test task order.

- (Example) HTTPS://ADLT.DOS.NH.GOV/TEST/{12345678910111213}

The exact format is flexible and can be determined at the time of the interface document finalization.
The ADLT system shall use single sign-on using department of safety Active Directory and shall integrate with the system of record for information about roles of individual users. The ADLT functions/roles should be mapped to the roles identified in the system of record. In addition, the chosen vendor will be required to synchronize master data with the system of record.

1.4 Project Overview

The State of New Hampshire, Division of Motor Vehicles is responsible for the qualification of drivers with regard to various motor vehicle types. Qualifications include knowledge, skills and practical exams. The State is required to carry out its mission by meeting certain local, state and federal guidelines and requires the chosen system to be flexible enough to easily implement change, when required. Part of qualifying individuals is tracking trends through a robust reporting system. The State requires the chosen solution to have readily available “canned” reports as well as provide the ability to run custom queries. The technology required to implement such a project shall employ industry best practices in data safety and security to protect New Hampshire customer data per the Driver Privacy Act, RSA 260:14, resilient to intrusions, user friendly, flexible to change and upgradable over time.

The NH Division of Motor Vehicles is seeking a robust system with connectivity to our VISION driver licensing system to ensure a seamless transition of information between the chosen product and VISION. The desired solution should have the ability to pass information to and from hand-held device, real-time, safely when cellular signal is available. The Division of Motor Vehicles also requires a user friendly interface for Examiners, Managers and Administrators.

1.5 Contract Award

The State plans to execute a Firm Fixed Price (FFP) Contract as a result of this RFP. If an award is made, it shall be made based upon evaluation of the submitted proposals in accordance with the review process outlined in Section 5 below. The award will be based upon criteria, standards, and weighting identified in this RFP.

1.5.1 Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

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

1.6 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 initial term will begin upon approval of the contract by the Governor and Executive Council and shall extend for five (5) years from that date (herein called the “Effective Date”). In addition, the Contract shall provide an option to extend the contract for an additional two years (“Extended Term”) at the sole option of the State.

The Vendor shall commence work upon issuance of a Notice to Proceed by the State.

If the Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

1.6.1 Contract Negotiations and Unsuccessful Bidder Notice

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

In accordance with New Hampshire Statutes Chapter 21-I:13-a, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of RSA 91-A:4, concerning specific responses to this RFP, from the time the RFP is made public until the contract is actually awarded, in order to protect the integrity of the public procurement process. This means unsuccessful Vendors shall not be notified until after the Governor and Executive Council have approved the resulting Contract. No information can be provided to non-selected Vendor until after contracts are awarded, at which time non-
selected applicants may submit a written request for more information about the reasons for not being selected and recommendations that may make future applications more effective. Such requests are not considered appeals. Once an applicant has submitted a letter, the State will attempt to accommodate such requests within a reasonable time.

1.7 Subcontractors

The Vendor shall identify all Subcontractors to be provided to deliver required Services subject to the terms and conditions of this RFP as specified in Appendix H Section H-25: General Contract Requirements herein and Appendix H: State of New Hampshire Terms and Conditions of this RFP.

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

2. SCHEDULE OF EVENTS

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

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<th>DATE</th>
<th>TIME</th>
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<tr>
<td>RFP released to Vendors (on or about)</td>
<td>6/12/2017</td>
<td></td>
</tr>
<tr>
<td>Vendor Inquiry Period begins (on or about)</td>
<td>6/12/2017</td>
<td></td>
</tr>
<tr>
<td>Vendor Inquiry Period ends (final inquiries due)</td>
<td>6/26/2017</td>
<td>4:00 PM</td>
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<tr>
<td>Vendor Conference (Optional) Held at Division of Motor Vehicles, 23 Hazen Drive Concord, NH. Please check in at Customer Service Desk upon arrival.</td>
<td>6/26/2017</td>
<td>9:00 - 1:00</td>
</tr>
<tr>
<td>Final State responses to Vendor inquiries</td>
<td>6/30/2017</td>
<td></td>
</tr>
<tr>
<td>Final date for Proposal submission</td>
<td>7/14/2017</td>
<td>2:00 PM</td>
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<tr>
<td>Invitations for oral interviews and product demonstrations (at the State’s option).</td>
<td>TBD</td>
<td></td>
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<tr>
<td>Vendor interviews/ product presentations/discussion sessions (at the State’s option).</td>
<td>TBD</td>
<td></td>
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<tr>
<td>Finalize contract negotiations</td>
<td>7/31/2017</td>
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3. SOFTWARE, REQUIREMENTS AND DELIVERABLES

3.0 Each proposal must include pricing for each of the following options:

1. Vendor owned hardware – Vendor provided and supported software
2. State owned hardware – Vendor provided and supported software
3. Knowledge and skills examination appointment management system

3.1 Software

Each Proposal must present Software that can fully support the required functionality listed in Attachment A: Business Requirements Document

3.2 Requirements

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

3.2.2 Appendix C: System Requirements and Deliverables outline the scope of work, goals and objectives.

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

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

3.2.5 Appendix F: Vendor’s Cost Proposal must be based on the worksheets formatted in Attachment B: Bid Response Transmittal Tables- Deliverables and Pricing.

3.3 Deliverables

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Attachment A: Business Requirements Document. Pricing and scheduling information for these
deliverables is provided in Appendix F: Pricing Worksheets; the cost proposal worksheets for the deliverables are to be completed in Attachment B: Bid Response Transmittal Tables- Deliverables and Pricing. Appendix D: Topics for Mandatory Narrative Responses solicits responses, which will expound on the Vendors’ understanding of the Implementation process, the manner of Service delivery and experience with similar projects related to the Software, technical Services, and Project Management topics.

4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

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

State of New Hampshire
DEPARTMENT OF SAFETY
c/o LISA LIENHART/ STATE POINT OF CONTACT
23 HAZEN DRIVE
CONCORD, NEW HAMPSHIRE 03305

Cartons containing Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
RESPONSE TO RFP DOS 2017-08
AUTOMATED DRIVER LICENSE TESTING SOFTWARE & CDL HAND-HELD DEVICES

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

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

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

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

a. One (1) original and EIGHT (8) clearly identified copies of the Proposal, including all required attachments,

b. One (1) copy of the Proposal Transmittal Form Letter (described in Section 4.17.2: Transmittal Form Letter, herein) shall be signed by an
official authorized to legally bind the Vendor and shall be marked “ORIGINAL.”

c. One (1) electronic copy on CD ROM in MS WORD format.

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

4.2 Proposal Inquiries

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

LISA LIENHART  
DEPARTMENT OF SAFETY  
23 HAZEN DRIVE  
CONCORD New Hampshire, 03305  
Email: Lisa.Lienhart@dos.nh.gov

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

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

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

4.2.1 Restriction of Contact With State Employees

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

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

All Vendors who intend to submit Proposals may attend the Vendor Conference. Vendors are requested to RSVP via email by the date identified in Section 2: Schedule of Events, indicating the number of individuals who will attend the Vendor Conference.

Vendors are allowed to send a maximum number of 4 representatives.

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

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

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

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

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

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

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

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

4.10 Public Disclosure
Subject to applicable law or regulations, the content of each Vendor’s Proposal shall become public information upon the Effective Date of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (http://www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to a request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the contract by Governor and Council.

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

4.10 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. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and data.

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

4.11 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 oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the COTS application. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

4.14 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 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:

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

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

4.16 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 and Deliverables
- **Section IV:** Narrative Responses
- **Section V:** Corporate Qualifications
- **Section VI:** Qualifications of key Vendor staff
- **Section VII:** Cost Proposal
- **Section VIII:** Copy of the RFP and any signed Addendum (a) - required in original Proposal only
- **Section IX:** Appendix
- **Section X:** References

4.17 Proposal Content

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

**STATE OF NEW HAMPSHIRE**
**DEPARTMENT OF SAFETY**
**RESPONSE TO RFP DOS 2017-08**
**Automated Driver License Testing Software & CDL Hand-held Devices**
The cover page should also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

4.17.2 Transmittal Form Letter

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

Remainder of this page intentionally left blank
To: NH Department of Safety State Point of Contact: Lisa Lienhart
   Telephone (603) 227-4050
   Email: Lisa.Lienhart@dos.nh.gov

RE: Proposal Invitation Name: ADLT Software & CDL Hand-held devices
    Proposal Number: 2017-08
    Proposal Due Date and Time: July 14, 2017 2:00 p.m.

Dear Sir:

Company Name: _________________________ hereby offers to sell to the State of New Hampshire the Services indicated in RFP DOS 2017-08 Automated Driver License Testing Software & CDL Hand-Held Devices at the price(s) quoted in Vendor Response Section VII: Cost Proposal, and Appendix F: Pricing Worksheets, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: State of New Hampshire Terms and Conditions.

Company Signor: ______________________________________ is authorized to legally obligate Company Name: _________________________.

We attest to the fact that:
   The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the State of New Hampshire Terms and Conditions in Appendix H, which shall form the basis of any Contract resulting from this RFP; no new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.
   The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.
   The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and
   The Vendor has read and included a copy of RFP DOS 2017-08 and any subsequent signed Addendum (a).

Our official point of contact is _________________________
   Title _______________________________________
   Telephone _________________________ Email _______________________________________
   Authorized Signature Printed _______________________________________

Authorized Signature _______________________________________
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 4.16: 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. The executive summary will also provide an overview of the Vendor’s proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

4.17.5 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 System Requirements and Deliverables

The Vendor shall complete the system and business requirements checklist in Attachment A: Business Requirements Document, documenting the ability to meet the Requirements and Deliverables of this RFP.

4.17.7 Section IV: Narrative Responses

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

4.17.8 Section V: Corporate Qualifications

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

4.17.9 Section VI: Qualifications of key Vendor staff

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

The Cost Proposal must describe the proposed cost of the Vendor proposal based on and reflected by the inclusion of the completed tables in Attachment B: Bid Response Transmittal Tables - Deliverables and Pricing.

**NOTE:** **SECTION VII COST PROPOSAL, MUST BECOME PUBLIC INFORMATION AND AS SUCH SHALL NOT BE MADE CONFIDENTIAL OR PROPRIETARY. PROPOSALS SUBMITTED WITH ALL OR PART OF SECTION VII LABELED CONFIDENTIAL OR PROPRIETARY SHALL NOT BE CONSIDERED Responsive AND SHALL NOT BE ACCEPTED.**

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

4.17.12 **Section IX: Appendix -** This section provided for extra materials as referenced in Appendix D such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports.

4.17.13 **Section X: References -** (3 references) The Vendor must have completed the Vendor proposed software implementation for at least three government clients comparable in size and complexity to the State of New Hampshire within the last three (3) years. The specific Vendor proposed Software version and functionality must be described.

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

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

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

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

- 35 points - Proposed Software Solution;
- 25 points - Vendor's Technical, Service and Project Management Approach
- 5 points - Vendor Company and Staffing Qualifications
- 35 points - Solution Cost (Rates and Pricing)

100 points - Total Possible Score

5.2 Rights of the State in Evaluating Proposals
The State reserves the right to:

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

5.3 Planned Evaluations
The State plans to use the following process:
- Initial screening;
- Preliminary scoring of the Proposals;
- Oral interviews and product demonstrations;
- Final evaluation of Proposals.
5.3.1 Initial Screening
The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: Minimum Standards for Proposal Consideration. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.3.2 Preliminary Scoring of Proposals
The State will establish an evaluation team to initially score Proposals.

5.3.3 Oral Interviews and Product Demonstrations (at State’s option)
Preliminary scores from the initial evaluation of the Proposals will be used to select Vendors to invite to oral interviews and product demonstrations.

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

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

5.3.4 Best and Final Offer
The State will not be requesting a Best and Final Offer. The State plans to negotiate pricing with the highest scoring Vendor. If an agreement is not reached, the State reserves the right to move on to negotiations with the second-highest scoring Vendor.

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

5.4 Scoring Detail
The State will select a Vendor based upon the criteria and standards contained in this RFP.
5.4.1 Scoring of the Proposed Software Solution

The Vendor’s Proposed Software Solution will be allocated a maximum score of (35) points. The main purpose of this section is to measure how well the solution meets the business needs of the Agency. The contribution of scoring team members representing all stakeholders will be critical in this section.

Factors include but are not limited to:

**Software Architecture** - Scoring this aspect of the proposals will include, how well it:
(1) Fulfills all business requirements and regulatory requirements in Attachment A: Business Requirements Document; (2) Can adapt to future business driven organizational changes; (3) Architecture accommodates future federally mandated changes and requirements; (4) Accommodates for planned or prospective growth.

**User Friendliness/Usability and Efficiency** - How quickly can users perform a needed task? How easy is it to learn, is it intuitive? Is its navigation and interface similar to other software used?

Criteria for these scores will be found in but are not limited to:

- Proposal Section III: Responses to Requirements and Deliverables
- Proposal Section IV: Narrative Responses
- Attachment B: Bid Response Transmittal Tables - Deliverables and Pricing, particularly business requirements
- Vendor Presentation/Demonstration

5.4.2 Scoring of Vendor Technical, Service, and Project Management Approach

Vendor proposed Services will be allocated a maximum score of (25) points. In this section the State will score the technical merits of how the Vendor proposes to carry out the implementation and maintain the solution based on a proposed service level agreement (See System Support Requirements 14.5, 14.6 in Attachment A: Business Requirements Document.) The Implementation of the Solution will require the Vendor to configure the application to meet the requirements of the State, monitor and ensure its operation throughout the life of the agreement. Technical details of the System, administrative procedures, how the Vendor manages its team, the project and the technical environment will be critical. How compatible the Vendor’s procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

Factors include but are not limited to:

**Protection of Data** - The degree to which continuous operations are insured against unexpected problems, including but not limited to the service level agreement being proposed.
**Project Execution** - Do company procedures facilitate communication with the State, the early discovery and resolution of problems, efficient and effective operation through Implementation and an effective support structure of the System.

**Project Management Competence** - Administrative, management quality control and oversight.

**Ongoing Operations** - Post Effective Production Date operation and support. (SLA)

Criteria for these scores will be found in but are not limited to:
- Proposal Section III: Responses to Requirements and Deliverables
- Proposal Section IV: Narrative Responses
- Attachment B: Bid Response Transmittal Tables- Deliverables and Pricing
  - Technical Requirements
- Proposed Work Plan

5.4.3 Scoring of Vendor Company and Staff Qualifications

Vendor Company and staff qualifications will be allocated a maximum score of (5). Vendor Staff must have the training and experience to support the Vendor's company plan to implement and support the System. It must be established that the Vendor's company and staff is capable of carrying out the Project through Implementation and the maintenance period.

Factors include but are not limited to:

**How long in business** - A proven track record of operation for a number of years.

**How many years' experience with this product** - Demonstrates competence in working with the proposed product or technology through references from other jurisdictions.

**Bench strength and support structures** - The State will consider the depth of required technical skill within the company as well as the Vendor's plan for training State staff.

**Litigation** - Is the company now a part of or aware of any litigation between vendor and others.

**Financial Strength** - Financial strength when measured by audited financial statements or a rating company is an indication of the company's ability to operate long term and through unexpected problems.

**Staff Training** - Staff must have relevant training to carry out the Project.

**Staff Certifications** - Staff may require specific certification to support and configure needed equipment and software.

**Staff Experience** - Training and certification is important but experience with similar projects will be a major contributor to a smooth implementation.

**Size and composition of Vendor Team** - Are there sufficient staff resources and sufficient qualifications and experience within the Vendor team to carry out the project?
Criteria for these scores will be found in but are not limited to:
- Proposal Section V: Corporate Qualifications
- Proposal Section VI: Qualifications of Key Staff

5.4.4 Scoring the Software Solution Cost

Vendor proposed Software Solution cost will be allocated a maximum score of (35) points. The State will consider both implementation and subsequent maintenance costs, provided in Tables F-1: Activities/Deliverables/Milestones Pricing Worksheet, F-4: Software Licensing, Maintenance, and Support Pricing Worksheet in Attachment B: Bid Response Transmittal Tables-Deliverables and Pricing.

The cost information required in a Proposal is intended to provide a sound basis for comparing costs.

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APPENDIX A: BACKGROUND INFORMATION

A-1 Department of Safety

The multi-faceted mission of the Department of Safety encompasses protection of the lives and safety and preservation of the quality of life of New Hampshire citizens and visitors to our state on the highways, on the waterways, and in their homes and businesses. We enforce motor vehicle and highway safety laws, criminal laws, commercial vehicle regulations, fire safety, building and equipment safety laws and regulations, and boating safety laws and rules. We also provide enhanced 911 emergency communications statewide, and are responsible for homeland safety and emergency management activities.

A-2 Division of Motor Vehicles

The mission of the Division of Motor Vehicles is to enhance public safety on the roadways of New Hampshire by ensuring that our drivers, vehicles, and service providers are properly credentialed and by providing resources for the maintenance of our roadway infrastructure.

Through its six bureaus and 14 locations throughout the State, the DMV provides the citizens of New Hampshire with services including all aspects of driver licensing and motor vehicle transactions.

Our six bureaus include Driver Licensing, Financial Responsibility, Finance and Audit, Registration, Title and Anti-Fraud, and Operations.

Bureau of Driver Licensing is responsible for providing, administering and issuing the operator driver licenses, commercial vehicle driver licenses, motorcycle endorsements, and the non-driver identification cards. Additionally, Driver Licensing is responsible for both the Motorcycle Rider Education program and the Motor Vehicle Driver Education program.

Bureau of Financial Responsibility is the central repository for information documented on a NH Motor Vehicle Record. This information includes convictions, suspensions and revocations, disqualifications, and restoration of licenses and registration privileges. Other key functions include the processing of all plea by mail summons and citations, processing of requests from insurance companies and others for both certified and non-certified copies of driving records and crash reports.

Bureau of Finance and Audit is responsible for the oversight of Municipal Agent compliance requirements and the development and oversight of fiscal policies. Other essential functions include performing both Municipal Agent and Substation audits, oversight of DMV Federal Grant Awards, and development and monitoring of agency internal controls.
Bureau of Registration is primarily responsible for managing the registrations of all automobiles, boats and all other types of vehicles. The Bureau is also responsible for all Dealer and Inspection Stations, International Registration Plan (IRP), and Walking Disability Plates and Placards. The Municipal and Boat Agent Help Desk answers both calls and e-mails from NH town and city clerks with questions regarding registration laws, rules and procedures.

Bureau of Title and Anti-Theft is responsible for issuing motor vehicle titles. The Bureau also determines legal ownership of motor vehicles on liens and initiates DMV investigations of both criminal and consumer fraud. The Title Bureau also initiates administrative hearings for compliance of title violations. The Bureau staffs a help desk for the National Motor Vehicle Title Information System which shares title information among the participating states to ensure issues involving stolen vehicles, vehicle brands, and odometer discrepancies are detected and resolved.

Bureau of Operations is responsible for processing all types of transactions, mainly over the counter, at any of the 14 substation/satellite offices. The DMV Substations process and administer most DMV transactions. Our 14 offices are located in Concord, Dover, Epping, Keene, Manchester, Nashua, Newport, Salem, Tamworth, Twin Mountain, Gorham, Colebrook, Milford, and North Haverhill.

A-3 Department of Information Technology and Technology Status

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

A-3.1 Technical Architecture

Components of the State’s technical architecture include:

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

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

A-4 Related Documents Required

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

a. Certificate of Good Standing/Authority (Appendix H-1A) 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

b. Certificate of Vote (Appendix H-1B)


A-5 State Project Team

State high-level staffing for the Project will include:

A-5.1 State Project Sponsor

The State Project Sponsor, DMV Director Elizabeth A. Bielecki and the Department of Safety, will be responsible for securing financing and resources, addressing issues brought to their attention by the State Project Manager, and assisting the State Project Manager in promoting the project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

A-5.2 State Project Manager

The State Project Manager, Jeffrey Miller, Chief Licensing Examiner, will be responsible for: Major duties include:

- Reporting to the Project Sponsor detail status of the Project and has the primary responsibility for seeing to the Project's success.
- Major duties include: Leading the project;
- Promoting the project statewide;
- Developing project strategy and approach;
- Engaging all Vendors;
- Mitigating significant issues and risks; and
- Managing stakeholders' concerns.

A-5.3 State Business Lead

The State Business Lead will be responsible to the State Project Manager and has the primary responsibility of coordinating the
participation of the appropriate State functional area experts into the various portions of the project.

A-5.4 State Testing Coordinator

The State Testing Coordinator will be responsible to the State Project Manager and has the primary responsibility of assisting in the planning and testing of the software application being provided by the vendor.

A-5.5 State Training Coordinator

The State Training Coordinator will be responsible to the State Project Manager and has the primary responsibility of assisting with the planning and providing of training, specific to this project, to DMV staff.

A-5.6 State IT Liaison

The State IT Liaison will be responsible to the State Project Manager and has the primary responsibility of providing and supporting an open channel of communication between all parties involved in the project relating to IT goals and needs for the success of the project. The parties are as follows:

- State of New Hampshire, Department of Safety
- State of New Hampshire, Department of Information Technology
- The Vendor

Remainder of this page intentionally left blank
APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

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

B-1 Submission requirements

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

B-2 Compliance with System Requirements

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

B-3 Current Use of Vendor Proposed Software - Current Implemented Sites of Vendor proposed software

Components that constitute the Vendor’s proposed Software suite must be fully implemented and operational in at least three (3) government entities comparable in size and complexity to the State of New Hampshire.
APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK -

Currently, the New Hampshire DMV utilizes an application provided by a third party vendor when conducting driver licensing examinations. The current system covers various knowledge test types that cover commercial motor vehicles, passenger cars and motorcycles. The commercial motor vehicle examinations follow FMCSA guidelines and cover several different vehicle types to include a number of standardized endorsements as well. The motorcycle knowledge examinations follow the Motorcycle Safety Foundation (MSF) curriculum and include both two and three-wheeled motorcycles. The passenger car examinations are state specific and cover a number of topics to include road signage, everyday driving scenarios, inclement weather conditions and New Hampshire specific rules and laws. The current system also offers the ability to time, suspend and move tests between test stations while offering a quick pass/fail option with regard to administrator functionality.

Goals and Objectives include the following:

- Efficiency and effectiveness of the testing process with ability to track examiner progress.
- Access to reports to allow for overall management oversight with the ability to configure data queries as needed and review program statistics.
- Quality, consistency, and accessibility of information available to driver licensing examiners both while connected and not connected to a network.
- User friendly, intuitive in nature.
- The ability to track scores and share information with other jurisdictions via CSTIMS or Rooster.
- To ensure test randomization for all test types.
- Ensure consistency in testing.

C-2 REQUIREMENTS

Vendors shall complete the Requirements checklist in Attachment A: Business Requirements Document

C-3 DELIVERABLES

Vendors shall complete Table C-3: Deliverables Vendor Response Checklist in Attachment B.
APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

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

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page Limit</th>
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<tbody>
<tr>
<td>D-1 Proposed Software Solution</td>
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<td>Topic 0 - Product Literature</td>
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<td>Topic 1 - Hardware Hosting Alternatives</td>
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<td>Topic 2 - Customer Log-In Features</td>
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<td>Topic 3 - Multi-Language Capabilities</td>
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<td>Topic 4 - Customer Test Progress Display</td>
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<td>Topic 6 - Offline Testing</td>
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<td>Topic 7 - User Experience of the Proposed ADLT System</td>
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<td>Topic 8 - Knowledge and Skills Appointment Management System</td>
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<td>D-2 Technical, Services and Project Management Experience</td>
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<td>Topic 10 - Historical Data Validation</td>
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<td>Topic 19 - Archiving</td>
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<tr>
<td>D-2.2 Compatibility with State Personnel and Training</td>
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</tbody>
</table>
D-1 PROPOSED SOFTWARE SOLUTION

This section provides a series of topics related to the proposed Software Solution that the State of New Hampshire will consider in the selection process.

Topic 0 - Product Literature
Response Page Limit: 1

Provide an appendix with sales literature describing the functionality of the proposed Software. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.

Topic 1 - Hardware Hosting Alternatives
Response Page Limit: 10

Vendor to provide a number of hardware hosting alternatives and pricing for servers, test workstations and hand-held devices including:

- State owned and hosted (Vendor maintains application)
- Vendor owned and hosted (Vendor maintains application)
- Other alternatives

Topic 2 - Customer Log-In Features
Response Page Limit: 2
Vendor must detail what security features are available for customer log-in to test workstations. Note: New Hampshire is prohibited from the use of biometrics by RSA 260:10-b; NH DMV currently uses the applicant’s First Name, Last Name, D.O.B. and age as required log in information.

**Topic 3 - Multi-Language Capabilities**
Response Page Limit: 2
Vendor must detail approach and pricing for multi-language capabilities, including process and pricing for adding additional languages going forward.

**Topic 4 - Customer Test Progress Display**
Response Page Limit: 5
Vendor must detail available options for customer facing test progress display at test workstations (i.e. Time remaining, correct/ incorrect answers, etc.).

**Topic 5 - Help Key Options**
Response Page Limit: 2
Vendor must provide options for applicants to request help via “help key” located on the screen during the examination that will stop the timed exam and message all DMV clerks that help is needed.

**Topic 6 - Offline Testing**
Response Page Limit: 1
Vendor must describe options for administering tests offline in instances of lost connectivity with the driver licensing system or in the even the applicant requests a written (paper) exam. The ADLT system must be capable of printing test and answer sheets.

**Topic 7 - User Experience of the Proposed ADLT System**
Response Page Limit: 5
Vendors must describe their understanding of the user experience of integration between Vision and proposed ADLT system. Elaborate with flow diagrams/screen mockups where needed.

**Topic 8 - Knowledge and Skills Appointment Management System**
Response Page Limit: 25
Vendor must provide information and pricing for a knowledge and skills examination appointment management system. This must include, but is not limited to, the ability to add, change, delete, and modify individual appointments throughout the day.

**Topic 9 - Hand-held device**
Response Page Limit: 5
Vendor must describe the proposed hand-held device and how the proposed solution utilizes hand-held devices for skills test examinations.
**Topic 10 - Historical Data Validation**

Response Page Limit: 5

Vendor must provide a detail plan for validation of historical testing and customer information data converted from the existing DMV systems to the new system. Historical data must include the pass/fail indicator and date of test for the time period of April, 2010 to present.

**Topic 11 - Software Architecture**

Response Page Limit: 4

Provide a description of the technical architecture of the proposed Solution. The following topics, at a minimum, should be addressed:

- Is the proposed Software based upon an n-tiered, browser-based architecture?
- Does any part of the proposed Solution require Software (other than a browser) to be installed on the client workstation, test workstation or portable hand-held device? If yes, describe Software that must be installed and the access authorization level required to install it.
- Describe how skills testing can continue uninterrupted on a portable hand-held device in cases where wireless and/or cellular connectivity is lost.
- Are there any components of the System that must reside on another platform?
- What application servers are used to support the proposed Solution?
- What add-on or third-party Software is required to support the functionality of the proposed solutions including hardware and software?
- What programming languages are used for development, configuration, and customization of the proposed Solution?
- What components of the software, such as middleware, are proprietary?
- What is the growth/expansion potential of the proposed System?
- What is the timeframe for technical obsolescence of the proposed Software? (For the purpose of this question, the version of the proposed Software would be considered obsolete when support is no longer available.)
- What type of staffing is typically required to support the proposed product for a client of the size and complexity of the State of New Hampshire? (Discuss both number of staff and skills required.)
- When was the core software written?

**Topic 12 - Software Releases**

Response Page Limit: 5

Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:

- What types (maintenance, enhancement, other) of releases are planned?
- What is the historical (past 3 years) and expected frequency of each type of new release?
• What is the version of the current release?
• How is the content of future releases determined?
• How is the content of a release communicated to the client?
• Do government clients have input through a users’ group or some other mechanism?
• Are enhancements made for specific clients included in future releases?
• What specific enhancements are planned for release within the next 24 months?
• What resources, planning, and technical skills are required to install a release of each type?
• Can components of a release be applied individually or by module without adversely affecting the overall functionality of the System?
• Do configuration settings carry forward from one release to the next or must they be reinstalled?
• Do patches carry forward from one release to the next, or must they be reinstalled?
• How long is a release supported?

**Topic 13 – Ad Hoc Reporting**

Response Page Limit: 5

In this Software Solution, the State seeks capability to produce ad hoc reports from the production System. Provide an overview of the ad hoc reporting capability to be included in the proposed Solution. If a third-party tool is employed, identify and describe the tool. Discuss capability, sophistication, and ease of use and ability to customize, including training required.

Discuss how support is provided for ad hoc reporting without disruption to processing of transactions. Describe how the following needs are addressed:

• Ad hoc reporting;
• Creation of Data extracts, and
• Historical reporting.

**Topic 14 – User Friendliness and Usability**

Response Page Limit: 10

The State values software that is compatible with its intended audience easy to use.

▪ To what extent is the proposed solution intuitive considering basic level of user experience?
▪ How efficient is the software in terms of the number of operations required to perform basic tasks.
▪ How does the Vendor’s proposed training process support the application
▪ Describe the effort required to train new users.
Topic 15 - System Documentation

Response Page Limit: 4

Vendor must describe the proposed documentation plan to include all user, technical, and system documentation as well as project schedules, plans, status reports, and correspondence. The response shall describe the formats that will be used to produce the Project Documentation.

D-2 Technical, Services and Project Management Experience

This section provides a series of technical topics that the State of New Hampshire will consider in selecting an Automated Driver License Testing system. A maximum length of response for each topic is defined.

D-2.1 Protection of Data

Topic 16 - System Security

Response Page Limit: 10

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

Software Systems must be reliable, regardless of how they are delivered. The State’s employees and citizens expect government services and information to be reliable and available on an ongoing basis to ensure business continuity. Describe the System security design and architectural features incorporated into the proposed Software. At a minimum, discuss the following:

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

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:
• What process or methodology is employed within the proposed Software to ensure Data integrity?
• To what degree does the approach rely on System assurance capabilities of the relational database management system (RDMS)?
• If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?
• What out-of-the-box system assurance reports are provided for online and offline processing?

**Topic 17 - Backup and Recovery**
Response Page Limit: 2

What is the proposed process for system backup and recovery? Describe the tools used for backup and recovery of applications and data. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:
• Use of and method for logging and journalizing;
• Single points of failure and recommended approaches for their elimination;
• Approach to redundancy; and
• Impact of Software license fees.

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

**Topic 18 - Assurance of Business Continuity**
Response Page Limit: 3

• The State wishes to consider provision for assurance of business continuity as an optional component of the Solution. A current risk for business continuity involves loss of the State’s Data Center. The State will decide whether to exercise this option based, in part, on cost.
• The State believes that additional Software license fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

**Topic 19 – Archiving**
Response Page Limit: 2

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

**D2.2 Compatibility with State Personnel and Training**

**Topic 20 – User Training Approach**
Response Page Limit: 6

• Describe user training approach to include the following users: Clerical Staff, Driver License Examiners, Managers, and System Administrators.
• Questions to address include, but are not limited to, the following:
  ▪ What type of training (instructor led vs. computer based) will be used for each purpose and why?
  ▪ What methods will be employed to evaluate training activities?
  ▪ How will training be coordinated with other user support activities?
  ▪ Will manuals be adequate to enable trained users to research answers to their own questions?
  ▪ If the perception is that they are not adequate, can those manuals be quickly revised?
  ▪ How will the State be prepared to conduct ongoing training after Implementation is completed?
  ▪ Are training manuals on-line and maintained as part of a maintenance agreement?

**D2.3 Project Execution**

**Topic 21 – Implementation Approach**
Response Page Limit: 10

• Describe the proposed implementation approach.
• Provide an Implementation plan. At a minimum:
a. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
b. Discuss cost implications of the plan.
c. Address the level of risk associated with the plan.

**Topic 22 - Testing**
Response Page Limit: 6 – Appendix Required

State staff will conduct Acceptance Testing, but support from the selected Vendor is required; refer to Appendix G-1: Testing and Acceptance. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a proposed test plan.
- Will configured Software be delivered in functional components for State Acceptance Testing?
- How much time should the State allow to complete User Acceptance Testing of a component?
- What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in Acceptance Testing?
- What support will be provided to prepare State staff during Acceptance testing? How will on-site support for the State testing team be provided?
- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?
- Based on experience in similar projects, how many and what types of Defects are likely to be encountered in Acceptance Testing? (Include metrics from other projects to support this response.)
- How much time is available for comprehensive testing and correction of Defects prior to Implementation? Based on metrics from similar projects, is it sufficient? (Provide information from other projects to support this response.)
- If frequency exceeds the expected level, what corrective actions will be instituted?
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Software Defects be corrected?
- What specific Software tools will be used to isolate performance problems?
- What tools will be used to document and track status of suspected Defects?
- Will these tools be available to the State after the Project is completed?
- What role will the State play in classification and prioritization of Defects?
- Will System performance be measured and documented using the State’s infrastructure and data? If yes, how?
Provide a sample User Acceptance Test Plan from a completed project as an appendix.

**Topic 23 - Environment Setup**  
Response Page Limit: 2

- Describe the different software and hardware environments required for the concurrent development, testing, training, and production of the proposed solution.
- Discuss how the proposed environments support the Implementation of the COTS Software System, including all necessary training.

**D2.4 Project Management Competence**

**Topic 24 - System Acceptance Criteria**  
Response Page Limit: 6

*The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State maintenance.*

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

**Topic 25 - Status Meetings and Reports**  
Response Page Limit: 3 - Appendix Required

- The State believes that effective communication and reporting are essential to Project success. At a minimum, the State expects the following:
  - Introductory “Meeting: Participants will include Vendor’s key Project staff and State Project leaders from both the Department of Safety and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
  - Kickoff Meeting: Participants will include the State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
  - Status Meetings: Participants will include, at a minimum, Vendor Project Manager and the State Project Manager. These meetings, which will be conducted at least bi-weekly, will address overall Project status and any additional topics needed to remain on schedule and within budget. A status report, Work Plan update and Issues Logs from the Vendor will serve as the basis for these meetings and discussions. Vendor shall be responsible for the written agenda and meetings notes.
Topic 26 - Risk and Issue Management
Response Page Limit: 3

- Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

Topic 27 - Scope Control
Response Page Limit: 2

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

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

Topic 28 - Quality Assurance Approach
Response Page Limit: 6

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

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

- Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:
  - Provision for State input to the general content of a Written Deliverable prior to production;
  - The standard for Vendor internal Review of a Written Deliverable prior to formal submission; and
  - Testing of Software Deliverables prior to submission for Acceptance testing.
Topic 29 - Work Plan
Response Page Limit: None

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

- The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
- Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
  - All assumptions upon which the Work Plan is based;
  - Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
  - Assignments of members of the Vendor’s team identified by role to specific tasks; and
  - Critical success factors for the Project.
- Discuss how this Work Plan will be used and State access to Plan details including resource allocation. Also, discuss frequency for updating the Plan, at a minimum once a week, and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

D2.5 Ongoing Operations

Topic 30 - Support and Maintenance
Response Page Limit: 2

- Describe how support and maintenance issues are tracked detailing methodology and if any additional software is required.
- Describe process for maintenance of the general knowledge base.
- Describe any particular procedures required to handle escalation and emergency calls.
• Detail the plan for preventive maintenance and for upgrade installations
• Detail the types and frequency of support tasks required
• Describe the notification method(s) that will be used for planned and unplanned maintenance services
APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting an Automated Driver License Testing System and accompanying Implementation and follow on support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

(1) corporate qualifications of each Vendor proposed to participate in the Project,
(2) proposed team organization and designation of key staff,
(3) individual qualifications of candidates for the role of Project Manager; and
(4) individual qualifications of candidates for other key staff roles.

This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

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

E-1.1 Vendor and Subcontractors

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

E-1.1.1 Corporate Overview (2 page limit)

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

E-1.1.2 Financial Strength

Provide at least one of the following:

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

E-1.1.3 Litigation

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

E-1.1.4 Prior Project Descriptions (3 limited to 3 pages each)

Provide descriptions of no more than three (3) similar projects completed in the last three (3) years. Each project description should include:
1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and project roles of individuals on the proposed team for the New Hampshire Project that participated in the project described.

E-1.1.5 Subcontractor Information
Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:

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

E-2 Team Organization and Designation of key Vendor staff
Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff.

A single team member may be identified to fulfill the experience requirement in multiple areas.

E-2.1 State Staff Resource Requirements
Complete Table E-2 State Staff Resource Requirements in Attachment B to indicate resources expected of the State. Define required State Role by functional expertise
E-3 Candidates for Project Manager

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

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

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

E-4 Candidates for key Vendor staff Roles

Provide a resume not to exceed three (3) pages for each key Vendor staff position on the Project Team. Each resume should address the following:

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

A Vendor’s Cost Proposal must be based on the worksheets formatted in Attachment B: Bid Response Transmittal Tables: Deliverables and Pricing as described in this appendix.

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

The Vendor must include, within the Firm Fixed Price for IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. Please complete Table F-1: Activities/Deliverables/Milestones Pricing Worksheet in Attachment B.

F-2 Proposed Vendor Staff, Resource Hours and Additional Services Rates Worksheet

Use Table F-2: Proposed Vendor Staff Position, Resource Hours and Additional Services Rates in Attachment B to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others.

F-3 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required (see Section 1.6 Contract Term). Year 6 and year 7 refers to the option to extend the contract for an additional two years (“Extended Term”) at the sole option of the State, subject to the parties’ prior written agreement on applicable fees for each year of the extended term. Please complete Table F-3: Future Vendor Rates Worksheet in Attachment B.

F-4 Software Licensing, Maintenance, and Support Pricing Worksheet

Please complete Table F-4: Software Licensing, Maintenance, and Support Pricing Worksheet for the initial contract term (5 years) and the optional extended term for years 6 and 7 in Attachment B.

Payment Terms: Payment for year 2 and all future years of the contract, including years for the optional extended term, will be paid annually upon the anniversary date of the contract approval by G&C. The Vendor shall submit an invoice to the NHDOS within 30 calendar days of the anniversary date.
APPENDIX G-1: SECURITY

Application Security

IT Security involves all functions pertaining to the securing of State Data, including customer data as described in the New Hampshire Driver Privacy Act, RSA 260:14, and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation. This shall include but is not limited to

- Develop software applications based on industry best practices and incorporating information security throughout the software development life cycle

- Perform a Code review prior to release of the application to the State to move it into production. The code review may be done in a manner mutually agreeable to the VENDOR and the State. Copies of the final, remediated results shall be provided to the State for review and audit purposes

- Follow change control process and procedures relative to release of code

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

All testing and acceptance addressed herein shall apply to testing the system including all aspects, features and functions of the application, hand-held devices, test workstations, knowledge tests, skills tests, system set up and maintenance features. This shall include planning, test scenario development, Data, and System preparation for testing, and execution of unit testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security review and testing, and support of the State during user Acceptance Testing (UAT).

G-2.1 Test Planning and Preparation

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

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

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

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

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

G-2.2 Testing

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.
<table>
<thead>
<tr>
<th>Test Type</th>
<th>Description</th>
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<tr>
<td><strong>Unit Testing</strong></td>
<td>Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.</td>
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| **System Integration Testing**    | a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.  
   b.) Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces’ being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.  
   c.) The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution. |
| **Conversion / Migration Validation Testing** | The Conversion/Migration Validation Testing should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy data performs correctly. |
| **Installation Testing**          | Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.                                                                                                                                                                                                                         |
| **Security Testing**              | All components of the Software shall be reviewed and tested to ensure they protect the State’s Data assets. The Vendor shall be responsible for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall include the following:  
   a) Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.  
   b) Test for Access Control; supports the management of permissions for logging onto a computer or network.  
   c) Test for encryption; supports the encoding of data for security purposes. |
purposes, and for the ability to access the data in a decrypted format from required tools.

d) Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.

e) Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.

f) Test the User Management feature; supports the administration of computer, application and network accounts within an organization.

g) Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.

h) Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.

i) For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) TopTen (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)).

j) Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

k) Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code and expert code review.

Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology and DAS Financial Data Management for review and acceptance.

### User Acceptance Testing (UAT)

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

a.) The Vendor’s Project Manager must certify in writing, that the Vendor’s own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

b.) The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor’s having completed the prerequisite tests, prior to the State staff involvement in any testing activities.

c.) UAT will also serve as a performance and stress test of the
System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

d.) Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Section H-25.11.1: Warranty Period.

<table>
<thead>
<tr>
<th>Performance Tuning and Stress Testing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor shall develop and document hardware and software configuration and tuning of System infrastructure as well as assist and direct the State’s System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project.</td>
</tr>
</tbody>
</table>

**Performance Tuning and Stress Testing**

**Scope**

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

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

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

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

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

**Test types**

Performance testing shall use two different types of tests to determine
the stability of the application. They are baseline tests and load tests.

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

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

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

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

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

**Scheduling Performance and Stress Testing**

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

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

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

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

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

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

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

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

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

Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.

Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.

a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

b.) The Vendor shall notify the State no later than five (5) business days from the Vendor’s receipt of written notice of the test failure when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

1. validate that the change/update has been properly incorporated into the program; and
2. validate that there has been no unintended change to the other portions of the program.

d.) The Vendor will be expected to:
   1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
   2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
   3. Manage the entire cyclic process.

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

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

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

<table>
<thead>
<tr>
<th>Third Party Certification Testing</th>
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</thead>
<tbody>
<tr>
<td>NH Department of Safety, third-party software vendor and FMCSA’s IT contractor will coordinate testing in compliance with Safety and Fitness Electronic Records (SAFER) Interface Certification Procedures (SICP) and execute testing of the connection and any transaction sets per SICP document test results.</td>
</tr>
</tbody>
</table>
APPENDIX H: CONTRACT DOCUMENTS

H.1 CERTIFICATES

A. Certificate of Good Standing

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 2017, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

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

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

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

B. Certificate of Authority/Vote

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

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

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

SOURCE OF AUTHORITY

Authority must come from the governing body, either:

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

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

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

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

APPROPRIATE PERSON SIGNED THE CERTIFICATE

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states that the person is the sole director (for corps) or sole member (for LLCs).
H.2 – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

AGREEMENT

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

GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1. IDENTIFICATION.</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1.1 State Agency Name</td>
<td>1.2 State Agency Address</td>
</tr>
<tr>
<td>1.3 Contractor Name</td>
<td>1.4 Contractor Address</td>
</tr>
<tr>
<td>1.5 Contractor Phone Number</td>
<td>1.6 Account Number</td>
</tr>
<tr>
<td>1.7 Completion Date</td>
<td>1.8 Price Limitation</td>
</tr>
<tr>
<td>1.9 Contracting Officer for State Agency</td>
<td>1.10 State Agency Telephone Number</td>
</tr>
<tr>
<td>1.11 Contractor Signature</td>
<td>1.12 Name and Title of Contractor Signatory</td>
</tr>
<tr>
<td>1.13 Acknowledgement: State of</td>
<td>County of</td>
</tr>
<tr>
<td>On</td>
<td></td>
</tr>
<tr>
<td>1.13.1 Signature of Notary Public or Justice of the Peace</td>
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<td>[Seal]</td>
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<tr>
<td>1.13.2 Name and Title of Notary or Justice of the Peace</td>
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<tr>
<td>1.14 State Agency Signature</td>
<td>1.15 Name and Title of State Agency</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</td>
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<tr>
<td>By: Director, On:</td>
<td></td>
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<tr>
<td>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</td>
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<td>By: On:</td>
<td></td>
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<tr>
<td>1.18 Approval by the Governor and Executive Council (if applicable)</td>
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<tr>
<td>By: On:</td>
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</tbody>
</table>
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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H.

RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with 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 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
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two(2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this...
Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

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

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.
H-25.1 State of NH Terms and Conditions and Contract Requirements
The Contract terms set forth in Appendix H: State of New Hampshire Terms and Conditions shall constitute the core for any Contract resulting from this RFP.

H-25.2 Vendor Responsibilities
The Vendor shall be solely responsible for meeting all requirements, and terms and conditions specified in this RFP, its Proposal, and any resulting Contract, regardless of whether or not it proposes to use any Subcontractor.

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

H-25.3 Project Budget/Price Limitation
The State has funds budgeted for this Project, subject to Appendix H: State of New Hampshire Terms and Conditions, Section 4: Conditional Nature of Agreement and Section 5: Contract Price/Price Limitation/Payment.

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

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

The Vendor’s selection of a Project Manager will be subject to the prior approval of the State. The State’s approval process may include, without limitation, at the State’s discretion, review of the proposed Project Manager’s resume, qualifications, references and background checks, and an interview. The Vendor’s Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor’s representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.
The Vendor shall not change key Vendor staff and Project Manager commitments (collectively referred to as “Project Staff”) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor’s Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

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

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

**H-25.6 Work Plan**

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

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

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

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

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

H-25.7 Change Orders
The State may make changes or revisions at any time by written Change Order. Within five (5) business days of a Vendor’s receipt of a Change Order, the Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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

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

H-25.8 Deliverables
The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State’s Acceptance as set forth in Section H-25.10: Testing and Acceptance herein. Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.
For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

**H-25.8.1 Written Deliverables Review**

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

**H-25.8.2 Software Deliverables Review**

Described in Section H-25.10: Testing and Acceptance.

**H-25.8.3 Non-Software Deliverables Review**

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

**H-25.9 Licenses**

The State has defined the Software license grant rights, terms and conditions, and has documented the evaluation criteria.

**H-25.9.1 Software License Grant**

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

The State may allow its agents and Vendors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Vendors that each shall abide by the terms and conditions set forth herein.
H-25.9.2 Software and Documentation Copies

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

H-25.9.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

a. Remove or modify any program markings or any notice of Vendor’s proprietary rights;

b. Make the programs or materials available in any manner to any third party for use in the third party’s business operations, except as permitted herein; or

c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

H-25.9.4 Title

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

H-25.9.5 Third Party

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

H-25.10 Testing and Acceptance

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

In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.
In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

See Appendix G-2 for Testing Requirements

**H-25.10.1 Remedies**

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Appendix H Section 8, and H-25.15.1, and the State Shall have the right, at its option, to pursue the remedies in Section Appendix H-25.15.1 as well as to return the Vendor’s product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State’s refund request.

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

**H-25.10.2 System Acceptance**

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

**H-25.11 Warranty**

**H-25.11.1 Warranty Period**

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

**H-25.11.2 Warranties**

**H-25.11.2.1 System**

The Vendor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.
H-25.11.2.2 Software
The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and version controlled through the use of Harvest Software.

H-25.11.2.3 Non-Infringement
The Vendor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

H-25.11.2.4 Viruses; Destructive Programming
The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

H-25.11.2.5 Compatibility
The Vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

H-25.11.2.6 Professional Services
The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

H-25.11.3 Warranty Services
The Vendor shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

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

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

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

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

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

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

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

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

Notwithstanding any provision of the Contract, the State’s option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.
H-25.12 Ongoing Software Maintenance and Support Levels

The Vendor shall maintain and support the system in all material respects as described in the applicable program documentation after delivery and the warranty period of ninety (90) days through the completion of the contract term.

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

H-25.12.1 Maintenance Releases

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

H-25.12.2 Vendor Responsibility

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

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

a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, ten (10) hours per day from 7:00 a.m. to 5:00 p.m. Eastern Standard time by five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

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

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

The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

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

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.15, and the State shall have the right, at its option, to pursue the remedies in H-25.15, as well as to return the Vendor’s product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State’s refund request.

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.10, and the State shall have the right, at its option, to pursue the remedies in Appendix H Section H-25.15.

### H-25.13 Administrative Specifications

#### H-25.13.1 Travel Expenses

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

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

#### H-25.13.2 Shipping and Delivery Fee Exemption

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

#### H-25.13.3 Project Workspace and Office Equipment

The State agency will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Vendor’s staff. If a Vendor has specific requirements, they must be included in the Vendor’s Proposal.
H-25.13.4 Work Hours
Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm (Eastern Time), eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

H-25.13.5 Access/Cooperation
As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

H-25.13.6 State-Owned Documents and Data
The Vendor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract (“State Owned Documents”). Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

H-25.13.7 Intellectual Property
Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with CONTRACTOR.

Upon successful completion and/or termination of the Implementation of the Project, the Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors’ special utilities. The Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.
In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

H-25.13.8 IT Required Work Procedures

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

H-25.13.9 Computer Use

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

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

- 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.

- That at no time shall the 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.

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

H-25.13.10 Email Use
Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Vendors understand and agree that use of email shall follow State standard policy (available upon request).

H-25.13.11 Internet/Intranet Use
The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

H-25.13.12 Regulatory/Governmental Approvals
Any Contract awarded under the RFP shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

H-25.13.13 Force Majeure
Neither Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

H-25.13.14 Confidential Information
In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. “State Confidential Information” shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). The Vendor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor’s performance under the Contract.
The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information of the State that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form.

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

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

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

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

This Contract Agreement, Appendix H Section H-25.13.14: Confidential Information shall survive the termination or conclusion of a Contract.

H-25.13.15 Data Breach
In the event of a data breach, the vendor shall comply with provisions of NH RSA 359C:20.

H-25.14 Pricing

H-25.14.1 Activities/Deliverables/Milestones Dates and Pricing
The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: Pricing Worksheets.

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

For Software licensing, maintenance, and support costs, complete a worksheet including all costs in Table F-4: Software Licensing, Maintenance, and Support Pricing located in Attachment B: Bid Response Transmittal Tables- Deliverables and Pricing.

H-25.14.3 Invoicing
The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State’s written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.
H-25.14.4 Overpayments to the Vendor

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

H-25.14.5 Credits

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

H-25.14.6 Records Retention and Access Requirements

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

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years following completion of the grant period (in this case September 30, 2019) or after U.S. Department of Transportation/FMCSA, the awarding agency, officially close the grant, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.

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

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

**H-25.14.7 Accounting Requirements**

The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

**H-25.15 Termination**

This section H-25.15 shall survive termination or Contract conclusion.

**H-25.15.1 Termination for Default**

Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder (“Event of Default”)

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

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

a) Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within the State (“Cure Period”). If the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

b) Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor.

c) Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

d) Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
e) Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

H-25.15.2 Termination for Convenience

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

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

H-25.15.3 Termination for Conflict of Interest

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Vendor did not know, or reasonably did not know, of the conflict of interest.
In the event the Contract is terminated as provided above pursuant to a violation by the Vendor, the State shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a default of the Contract by the Vendor.

H-25.15.4 Termination Procedure

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

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

a. Stop work under the Contract on the date, and to the extent specified, in the notice;

b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;

d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and

e. Provide written certification to the State that Vendor has surrendered to the State all said property.

H-25.16 Limitation of Liability

H-25.16.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State’s liability to the Vendor shall not exceed the total Contract price set forth in Contract.
Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions.

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

H-25.16.2 The Vendor
Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor’s liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor’s indemnification obligations set forth in the Appendix H Contract Agreement - Sections 13: Indemnification and confidentiality obligations in Appendix H 25.12.14: Confidential Information, and data breach obligations in Appendix H-25.12.16 Data Breach which shall be unlimited.

H-25.16.3 State’s Immunity
Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

H.25.16.4 Survival
This Contract Agreement, Section H-25.16: Limitation of Liability shall survive termination or Contract conclusion.

H-25.17 Change of Ownership
In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assigns.

H-25.18 Assignment, Delegation and Subcontracts
The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State’s prior written
consent shall be null and void and may constitute an event of default at the sole discretion of the State.

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

H-25.198 Dispute Resolution
Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

H-25.20 Venue and Jurisdiction
Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

H-25.21 Project Holdback
The State will withhold 10% of the agreed Deliverables pricing tendered by the Vendor in this engagement until successful completion of program implementation.

H-25.22 Escrow of Code
Vendor will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The proposed escrow agreement shall be submitted with the Vendor’s Proposal for review by the State. The escrow agreement requires the Vendor to put the Vendor Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

a. the Vendor has made an assignment for the benefit of creditors;

b. the Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;

c. a receiver or similar officer has been appointed to take charge of all or part of the Vendor’s assets; or
d. the Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;  

e. Vendor defaults under the Contract; or  

f. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.  

H-25.22 Title VI Notification  
The New Hampshire Department of Safety, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner’s race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award as referenced in Appendix I. Title VI Assurance.
APPENDIX I: TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FMCSA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FMCSA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**United State Department of Transportation Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A)**

**TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (herein after referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- **Airport and Airway Improvement Act of 1982**, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- **The Civil Rights Restoration Act of 1987**, (102 Stat. 28.), (“….which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.”);
• Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
• The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
   Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance
TERMS AND DEFINITIONS
The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AAMVA</td>
<td>American Association of Motor Vehicle Administrators</td>
</tr>
<tr>
<td>Acceptance</td>
<td>Notice from the State that a Deliverable has satisfied Acceptance Test or Review.</td>
</tr>
<tr>
<td>Acceptance Letter</td>
<td>An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.</td>
</tr>
<tr>
<td>Acceptance Period</td>
<td>The timeframe during which the Acceptance Test is performed.</td>
</tr>
<tr>
<td>Acceptance Test Plan</td>
<td>The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.</td>
</tr>
<tr>
<td>Acceptance Test and Review</td>
<td>Tests performed to determine that no Defects exist in the application Software or the System.</td>
</tr>
<tr>
<td>Access Control</td>
<td>Supports the management of permissions for logging onto a computer or network.</td>
</tr>
<tr>
<td>ADLT</td>
<td>Automated Driver License Test</td>
</tr>
<tr>
<td>Agreement</td>
<td>A contract duly executed and legally binding.</td>
</tr>
<tr>
<td>Appendix</td>
<td>Supplementary material that is collected and appended at the back of a document.</td>
</tr>
<tr>
<td>Audit Trail Capture and Analysis</td>
<td>Supports the identification and monitoring of activities within an application or system.</td>
</tr>
<tr>
<td>Best and Final Offer (BAFO)</td>
<td>For negotiated procurements, a Vendor’s final offer following the conclusion of discussions.</td>
</tr>
<tr>
<td>Breach or Breach of Security</td>
<td>Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity</td>
</tr>
<tr>
<td>CCP</td>
<td>Change Control Procedures</td>
</tr>
<tr>
<td>CDL</td>
<td>Commercial Driver’s License</td>
</tr>
<tr>
<td>CIS</td>
<td>Center for Internet Security</td>
</tr>
<tr>
<td>CR</td>
<td>Change Request</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial Off-The-Shelf Software</td>
</tr>
<tr>
<td>CM</td>
<td>Configuration Management</td>
</tr>
<tr>
<td>Certification</td>
<td>The Vendor’s written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.</td>
</tr>
<tr>
<td>Change Control</td>
<td>Formal process for initiating changes to the proposed solution or</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
</tr>
<tr>
<td>Change Order</td>
<td>Formal documentation prepared for a proposed change in the Specifications.</td>
</tr>
<tr>
<td>Completion Date</td>
<td>End date for the Contract</td>
</tr>
<tr>
<td>Confidential Information</td>
<td>Information required to be kept Confidential from unauthorized disclosure under the Contract</td>
</tr>
<tr>
<td>Contract</td>
<td>This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.</td>
</tr>
<tr>
<td>Contract Conclusion</td>
<td>Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.</td>
</tr>
<tr>
<td>Contract Documents</td>
<td>Documents that comprise this Contract</td>
</tr>
<tr>
<td>Contract Managers</td>
<td>The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.</td>
</tr>
<tr>
<td>Contracted Vendor</td>
<td>The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.</td>
</tr>
<tr>
<td>Conversion Test</td>
<td>A test to ensure that a data conversion process correctly takes data from a legacy system and successfully converts it to a form that can be used by the new system.</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial off the Shelf</td>
</tr>
<tr>
<td>Cure Period</td>
<td>The thirty (30) day period following written notification of a default within which a contracted Vendor must cure the default identified.</td>
</tr>
<tr>
<td>Custom Code</td>
<td>Code developed by the Vendor specifically for this project for the State of New Hampshire</td>
</tr>
<tr>
<td>Custom Software</td>
<td>Software developed by the Vendor specifically for this project for the State of New Hampshire</td>
</tr>
<tr>
<td>Data</td>
<td>State’s records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used/converted by the Vendor during the Contract Term</td>
</tr>
<tr>
<td>DBA</td>
<td>Database Administrator</td>
</tr>
<tr>
<td>Deficiencies/Defects</td>
<td>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</td>
</tr>
<tr>
<td>Class A Deficiency</td>
<td>Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate</td>
</tr>
</tbody>
</table>
and require re-performance of the Service.

**Class B Deficiency** - Software - important, does not stop operation and/or there is a workaround and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.

**Class C Deficiency** - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.

<table>
<thead>
<tr>
<th><strong>Deliverable</strong></th>
<th>A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Department</strong></td>
<td>An agency of the State</td>
</tr>
<tr>
<td><strong>Department of Information Technology (DoIT)</strong></td>
<td>The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.</td>
</tr>
<tr>
<td><strong>Documentation</strong></td>
<td>All information that describes the installation, operation, and use of the Software, either in printed or electronic format.</td>
</tr>
<tr>
<td><strong>Digital Signature</strong></td>
<td>Guarantees the unaltered state of a file</td>
</tr>
<tr>
<td><strong>DMV</strong></td>
<td>Department of Motor Vehicles</td>
</tr>
<tr>
<td><strong>Effective Date</strong></td>
<td>The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.</td>
</tr>
<tr>
<td><strong>Encryption</strong></td>
<td>Supports the transformation of data for security purposes</td>
</tr>
<tr>
<td><strong>Enhancements</strong></td>
<td>Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders</td>
</tr>
</tbody>
</table>
| **Event of Default** | Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default")
  a. Failure to perform the Services satisfactorily or on schedule;
  b. Failure to submit any report required; and/or
  c. Failure to perform any other covenant, term or condition of the Contract |
<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Fixed Price Contract</td>
<td>A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract</td>
</tr>
<tr>
<td>FMCSA</td>
<td>Federal Motor Carrier Safety Administration</td>
</tr>
<tr>
<td>Fully Loaded</td>
<td>Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses</td>
</tr>
<tr>
<td>GAAP</td>
<td>Generally Accepted Accounting Principles</td>
</tr>
<tr>
<td>Governor and Executive Council</td>
<td>The New Hampshire Governor and Executive Council.</td>
</tr>
<tr>
<td>GPS</td>
<td>Global Positioning System</td>
</tr>
<tr>
<td>Harvest</td>
<td>Software to archive and/or control versions of software</td>
</tr>
<tr>
<td>Identification and Authentication</td>
<td>Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users</td>
</tr>
<tr>
<td>Implementation</td>
<td>The process for making the System operational for processing the Data.</td>
</tr>
<tr>
<td>Implementation Plan</td>
<td>Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.</td>
</tr>
<tr>
<td>Information Technology (IT)</td>
<td>Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.</td>
</tr>
<tr>
<td>Input Validation</td>
<td>Ensure that the values entered by users or provided by other applications meet the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.</td>
</tr>
<tr>
<td>Intrusion Detection</td>
<td>Supports the detection of illegal entrance into a computer system.</td>
</tr>
<tr>
<td>Invoking Party</td>
<td>In a dispute, the party believing itself aggrieved</td>
</tr>
<tr>
<td>Issues Log</td>
<td>Contains a list of ongoing and closed issues of the project. While issue logs can be viewed as a way to track errors in the project, the role it plays often extends further. Issue logs can be used to order and organize the current issues by type and severity in order to prioritize issues associated with the current milestone or iteration. Issue logs may also contain customer requests and remarks about the various problems that can be found in current code</td>
</tr>
<tr>
<td>Key Project Staff</td>
<td>Personnel identified by the State and by the contracted Vendor as essential to work on the Project.</td>
</tr>
<tr>
<td>Licensee</td>
<td>The State of New Hampshire</td>
</tr>
<tr>
<td>MSF</td>
<td>Motorcycle Safety Foundation</td>
</tr>
<tr>
<td>NIST</td>
<td>National Institute of Standards and Technology</td>
</tr>
<tr>
<td><strong>Non Exclusive Contract</strong></td>
<td>A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.</td>
</tr>
<tr>
<td>----------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Non-Software Deliverables</strong></td>
<td>Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.</td>
</tr>
<tr>
<td><strong>Normal Business Hours</strong></td>
<td>Normal Business Hours – 7:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.</td>
</tr>
<tr>
<td><strong>Notice to Proceed (NTP)</strong></td>
<td>The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time.</td>
</tr>
<tr>
<td><strong>NSA</strong></td>
<td>National Security Agency</td>
</tr>
<tr>
<td><strong>OEM</strong></td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td><strong>Open Data Formats</strong></td>
<td>A data format based on an underlying Open Standard.</td>
</tr>
<tr>
<td><strong>Open Source Software</strong></td>
<td>Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.</td>
</tr>
<tr>
<td><strong>Open Standards</strong></td>
<td>Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.</td>
</tr>
<tr>
<td><strong>Operating System</strong></td>
<td>System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.</td>
</tr>
<tr>
<td><strong>Operational</strong></td>
<td>Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.</td>
</tr>
<tr>
<td><strong>Order of Precedence</strong></td>
<td>The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.</td>
</tr>
<tr>
<td><strong>Project</strong></td>
<td>The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.</td>
</tr>
<tr>
<td><strong>Project Team</strong></td>
<td>The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.</td>
</tr>
<tr>
<td><strong>Project Management Plan</strong></td>
<td>A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.</td>
</tr>
<tr>
<td><strong>Project Managers</strong></td>
<td>The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).</td>
</tr>
<tr>
<td><strong>Project Staff</strong></td>
<td>State personnel assigned to work with the Vendor on the project.</td>
</tr>
</tbody>
</table>
Proposal | The submission from a Vendor in response to the Request for a proposal or statement of work.
---|---
Regression Test Plan | A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
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.
RFP (Request for Proposal) | A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing products and/or service resources according to specific terms and conditions
Role/Privilege Management | Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule | The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
SaaS | Software as a Service - Occurs where the COTS application is hosted but the State does not own the license or the code.
Service Level Agreement (SLA) | A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
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 Software provided by the Vendor under the Contract
Software Deliverables | COTS Software and Enhancements
Software License | Licenses provided to the State under this Contract
Solution | The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications | The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State | Reference to the term “State” shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
Statement of Work (SOW) | A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a
<table>
<thead>
<tr>
<th><strong>Term</strong></th>
<th><strong>Definition</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>State's Confidential Records</strong></td>
<td>State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A</td>
</tr>
<tr>
<td><strong>State Data</strong></td>
<td>Any information contained within State systems in electronic or paper format.</td>
</tr>
<tr>
<td><strong>State Fiscal Year (SFY)</strong></td>
<td>The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.</td>
</tr>
<tr>
<td><strong>State Project Leader</strong></td>
<td>State’s representative with regard to Project oversight.</td>
</tr>
<tr>
<td><strong>State’s Project Manager (PM)</strong></td>
<td>State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).</td>
</tr>
<tr>
<td><strong>Subcontractor</strong></td>
<td>A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.</td>
</tr>
<tr>
<td><strong>System</strong></td>
<td>All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.</td>
</tr>
<tr>
<td><strong>TBD</strong></td>
<td>To Be Determined.</td>
</tr>
<tr>
<td><strong>Technical Authorization</strong></td>
<td>Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.</td>
</tr>
<tr>
<td><strong>Test Plan</strong></td>
<td>A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.</td>
</tr>
<tr>
<td><strong>Term</strong></td>
<td>The duration of the Contract.</td>
</tr>
<tr>
<td><strong>Transition Services</strong></td>
<td>Services and support provided when the contracted Vendor is supporting system changes.</td>
</tr>
<tr>
<td><strong>UAT</strong></td>
<td>User Acceptance Test.</td>
</tr>
<tr>
<td><strong>Unit Test</strong></td>
<td>Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.</td>
</tr>
<tr>
<td><strong>User Acceptance</strong></td>
<td>Tests done by knowledgeable business users who are familiar with...</td>
</tr>
<tr>
<td><strong>Testing</strong></td>
<td>Testing the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.</td>
</tr>
<tr>
<td><strong>User Management</strong></td>
<td>Supports the administration of computer, application and network accounts within an organization</td>
</tr>
<tr>
<td><strong>Vendor/Vendor</strong></td>
<td>The contracted individual, firm, or company that will perform the duties and Specifications of the contract.</td>
</tr>
<tr>
<td><strong>Verification</strong></td>
<td>Supports the confirmation of authority to enter a computer system, application or network</td>
</tr>
<tr>
<td><strong>VISION</strong></td>
<td>State of New Hampshire Driver License and Financial Responsibility System</td>
</tr>
<tr>
<td><strong>Walk Through</strong></td>
<td>A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development</td>
</tr>
<tr>
<td><strong>Warranty Period</strong></td>
<td>A period of coverage during which the contracted Vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.</td>
</tr>
<tr>
<td><strong>Warranty Releases</strong></td>
<td>Code releases that are done during the warranty period.</td>
</tr>
<tr>
<td><strong>Warranty Services</strong></td>
<td>The Services to be provided by the Vendor during the Warranty Period.</td>
</tr>
<tr>
<td><strong>Work Hours</strong></td>
<td>Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.</td>
</tr>
<tr>
<td><strong>Work Plan</strong></td>
<td>The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.</td>
</tr>
<tr>
<td><strong>Written Deliverables</strong></td>
<td>Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.</td>
</tr>
</tbody>
</table>
Attachment A: Business Requirements Document

Attached below is a soft copy of Attachment A: Business Requirements Document.

Attachment B: Bid Response Transmittal Tables - Deliverables and Pricing

Attached below is a soft copy of Attachment B: Bid Response Transmittal Tables - Deliverables and Pricing.