



State of New Hampshire

**NH Department of Revenue Administration
Revenue Information Management System
Business Requirements Development**

RFP 2015-132

RFP ISSUED..... June 05, 2015

VENDOR CONFERENCE..... 2:00 PM EDT June 24, 2015

AT: Department of Revenue Administration
109 Pleasant Street
Concord, NH 03301

STATE CONTACT..... Roger Marchand
roger.marchand@dra.nh.gov
(603) 230-5074

CONTRACT TYPE..... Firm Fixed Price

PROPOSALS DUE..... 4:30 PM, July, 17, 2015

AT: NH Department of Revenue Administration
C/O Roger Marchand
P.O. Box 457, 109 Pleasant Street
Concord, NH 03302-0457

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DEPARTMENT OF REVENUE ADMINISTRATION
BUSINESS REQUIREMENTS DEVELOPMENT
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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Agreement	A Contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
Candidate	A person who has been proposed to perform the work as part of the RFP response process
CCP	Change Control Procedures
COTS	Commercial Off-The-Shelf Software
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contracted Vendor	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
CR	Change Request
Data	State's records, files, forms, Data and other document information, in either electronic or paper format, that will be used/converted by the Vendor during the Contract term.
Deliverable	A Deliverable is the specified work product, produced by the Vendor for the State under the terms of this Contract.
Department	An agency of the State.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Department of Revenue Administration (DRA)	The Department of Revenue Administration is to fairly and efficiently administer the tax laws of the State of New Hampshire, collecting the proper amount of taxes due, incurring the least cost to the taxpayers, in a manner that merits the highest degree of public confidence in our integrity.

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Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for processing the Data.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Invoking Party	In a dispute, the party believing itself aggrieved
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Order of Precedence	The order in which Contract/documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and Contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan, budget, required Specifications and quality standards.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regards to review and Acceptance of the Contract, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the Project.
Proposal	The submission from a Vendor in response to the request for a Proposal or statement of work.
Report	All Written Deliverables under the Contract.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
RFP (Request for Proposal)	A Request for Proposal which solicits proposals to satisfy State requirements by supplying Data processing service resources according to specific terms and conditions.

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Revenue Information Management System (RIMS)	Modernization of the current State of New Hampshire, Tax Information Management System (TIMS)
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other project events and activities under the Contract.
SDLC	Software Development Life Cycle
Services	The work or labor to be performed by the Vendor on the project as described in the contract.
Software	All custom Software and COTS provided by the Vendor under the Contract.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, applicable State and federal policies, laws and regulations, state technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	State is defined as: State of New Hampshire Department of Revenue Administration PO Box 457, 109 Pleasant Street Concord, NH 03302-0457 Reference to the term "State" shall include applicable agencies.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
State Project Leader	State's representative with regard to project oversight.
State Project Manager (PM)	State's representative with regard to project management and technical matters. The Agency Project Manager is responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract, under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Term	Period of the Contract from the Effective Date through expected termination date.

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TIMS	State of New Hampshire, Tax Information Management System
Vendor Contractor	The Contracted individual, firm, or company that will perform the duties and Specifications of the Contract.
Warranty Period	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	The overall plan of activities for the project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the project as specified in Appendix C: <i>Scope, Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software Written Deliverable documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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1. INTRODUCTION

The State of New Hampshire, acting through the Department of Revenue Administration (DRA), (Appendix A), is releasing this Request for Proposal (RFP) to procure consulting services to construct a comprehensive list of business requirements and to develop the RFP for the Revenue Information Management System initiative. The State desires to contract with a single company that can supply one or more consultant(s) with the requisite skills and experience as well as depth of knowledge required to complete these tasks.

The Vendor selected will review the DRA vision and gather requirements for a Revenue Information Management System. The Vendor will analyze the current systems, conduct interviews, and research all necessary information, including available products. The data and information gathered will be used to succinctly define the DRA business requirements needed to develop the RFP, while keeping the core functionality of the current TIMS and adding in system enhancements as defined in Appendix C: *Scope, Requirements and Deliverables*.

1.1 Contract Award

The State plans to execute a Firm Fixed Price (FFP) Contract as a result of this RFP. The award shall be based upon criteria, standards, and weighting identified in this RFP. The State also reserves the right, at its discretion, to award a Contract by item, part, or portion of an item, group of items, or total Proposal.

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.

The Vendor awarded this Contract will not be eligible to bid on the follow-up Implementation RFP.

1.2 Contract Term

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

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

The Vendor's Term will begin on the Effective Date and extend through [July, 2017](#).

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

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2. SCHEDULE OF EVENTS

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

EVENT	DATE	TIME
RFP released to Vendors (on or about)	June 05, 2015	
Vendor Inquiry Period begins (on or about)	June 05,2015	
RSVP to the State for Vendor Conference Call	June 19,2015	
(Optional) Vendor Conference Call; location identified in <i>General Instructions</i> , Section 4.3	June 24, 2015	2:00 PM EST
Vendor Inquiry Period ends (final inquiries due)	June 26, 2015	4:30 PM EST
Final State responses to Vendor inquiries	July 01, 2015	
Final date for Proposal submission	July 17, 2015	4:30 PM EST
Invitations for interviews	July,31, 2015	
Vendor presentations/discussion sessions/interviews, if necessary	July 31 and August3, 2015	
Anticipated selection of successful Bidder	August 10, 2015	
Anticipated Contract Approval by State	August, TBD	
Anticipated Notice to Proceed	September, TBD	

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3. SERVICES, REQUIREMENTS AND DELIVERABLES

Services, requirements, and Deliverables are described in Appendix C: *Scope, Requirements and Deliverables* and Appendix F: *Pricing Worksheets*.

3.1 Services

The State seeks to procure consulting services to construct a comprehensive list of business requirements and to develop the RFP for the Revenue Information Management System initiative. The State desires to contract with a single company that can supply one or more consultant(s) with the requisite skills and experience as well as depth of knowledge required to complete these tasks. As listed in Appendix C: *Scope, Requirements and Deliverables*.

3.2 Requirements

- 3.2.1 Appendix B: *Minimum Standards for Proposal Consideration*
- 3.2.2 Appendix C: *Scope, Requirements and Deliverables*
- 3.2.3 Appendix D: *Narrative Topics*; Topics for Mandatory Narrative Responses for 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.

3.3 Deliverables

The State classifies Deliverables into two (2) categories: Written Deliverables and Non-Software Deliverables. Pricing and scheduling information requirements for these Deliverables are provided in Appendix F: *Pricing Worksheets*. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: *Scope, Requirements and Deliverables*. Appendix D: *Narrative Topics*; 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 DRA, no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to:

**Roger Marchand, PM
NH Department of Revenue Administration
P.O. Box 457, 109 Pleasant Street
Concord, NH 03302-0457**

Cartons containing Proposals must be clearly marked as follows:

State of New Hampshire Department of Revenue Administration
**RESPONSE TO:
NH DRA RFP 2015-132**

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

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

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

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

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

4.2 Proposal Inquiries

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

**Roger Marchand, PM
NH Department of Revenue Administration
P.O. Box 457, 109 Pleasant Street
Concord, NH 03302-0457
Telephone: (603) 230-5074
Email: roger.marchand@dra.nh.gov**

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

Inquiries must be received by the State's RFP Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Section 2: *Schedule of Events*). Inquiries received

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later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

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

4.2.1 Restriction of Contact with State Employees

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

4.3 Vendor Conference

A **non-mandatory** Vendor Conference Call will be held as identified in Section 2: *Schedule of Events*:

All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference Call. 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 Call. Vendors are allowed to have a maximum of 3 representatives on the call.

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

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers shall not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be 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 and all 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

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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, whichever is later.

4.8 Property of the State

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

4.9 Confidentiality of a Proposal

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

4.10 Public Disclosure

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

4.11 Security

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

4.12 Non-Commitment

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

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4.13 Proposal Preparation Cost

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

4.14 Oral Presentations/Interviews and Discussion

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

4.15 Required Contract Terms and Conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire Terms and Conditions, contained in Appendix H: *State of New Hampshire Terms and Conditions P-37 and Contract Standard Language* and RFP Section 6: *General Contract Requirements*, herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's Terms and Conditions and any portion of the Vendor's Proposal, the State's Terms and Conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

4.16 Proposal Format

Proposals should follow the following format:

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

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

4.17 Proposal Organization

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

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements, Appendix C: *Scope, Requirements and Deliverables*
- **Section IV:** Corporate Qualifications
- **Section V:** Qualifications of Consultant Staff

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- **Section VI:** Cost Proposal
- **Section VII:** Narrative Topics
- **Section VIII:** Copy of the RFP and any signed Addenda in the Original Proposal only

4.18 Proposal Content

4.18.1 Cover Page

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

**State of New Hampshire Department of Revenue Administration
RESPONSE TO:
NH DRA RFP 2015-132
Revenue Information Management System
Business Requirements Development**

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

4.18.2 Transmittal Form Letter

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

Remainder of this page intentionally left blank

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State of New Hampshire Proposal Transmittal Form Letter

Company Name _____

Address _____

To: NH DRA Roger Marchand, Project Manager
Telephone: (603) 230-5074
Email: roger.marchand@dra.nh.gov

RE: Proposal Invitation Name: NH DRA Revenue Information Management System Business Requirements Development
Proposal Number: NH DRA 2015-132
Proposal Opening Date and Time: [July 17, 2015 at 4:30 PM EST](#)

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NHDRA 2015-132 NH DRA Revenue Information Management System Business Requirements Development at the price(s) quoted in Vendor Response Section VI: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6: *General Contract Requirements* and Appendix H: *State of New Hampshire Terms and Conditions P-37 and Contract Standard Language*.

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

We attest to the fact that:

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

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

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

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

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

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4.18.3 Table of Contents

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

4.18.4 Section I: Executive Summary

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

4.18.5 Section II: Glossary of Terms and Abbreviations

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

4.18.6 Section III: Responses to Requirements and Deliverables

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

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

4.18.7 Section IV: Corporate Qualifications

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

4.18.8 Section V: Qualifications of Consultant Staff

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

4.18.9 Section VI: Cost Proposal

The Cost Proposal must include the following:

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

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

4.18.10 Section VII: Narrative Topics

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

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

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5. PROPOSAL EVALUATION PROCESS

5.1 Scoring Proposals

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

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

The State shall use a scoring scale of 1000 points, which shall be applied to the Solution as a whole. Points will be distributed among four (4) factors:

- 300 points - Proposed Candidate's experience with type of requested Services
- 300 points - Candidate's qualifications (including any Subcontractor)
- 100 points - Vendor Company Viability
- 300 points - Pricing/Rates
-
- 1000 points - Total Possible Score

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

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

5.3 Planned Evaluation

The State plans to use the following process:

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

5.3.1 Initial Screening

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

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- The Proposal is date and time stamped before the deadline;
- The Vendor has sent the proper number of copies;
- The original version of the Proposal is marked “ORIGINAL” and the copies are marked “COPY”;
- The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception; and
- The proposed Solution meets the requirements as specified in Appendix B: *Minimum Standards for Proposal Consideration* of the RFP.

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

5.3.2 Preliminary Scoring of Proposals and Reference Checks

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

5.3.3 Oral Interviews

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

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

5.3.4 Best and Final Offer

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

5.3.5 Final Evaluation

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

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6. GENERAL CONTRACT REQUIREMENTS

6.1 State of New Hampshire Terms and Conditions and Contract Requirements

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

6.2 Vendor Responsibilities

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

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

6.3 Project Budget/Price Limitation

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

6.4 State Contracts

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

6.5 Vendor Staff

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

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

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

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

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

6.5.1 Subcontractors

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

6.6 Warranty

6.6.1 Services

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

6.6.2 Personnel

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

6.6.3 Non-Infringement

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

6.6.4 Warranty Period

The Vendor shall warrant all Services and personnel, engaged under Contract as a result of the RFP, for the duration of the Contract period. The warranty for non-infringement shall survive the conclusion of the Contract and any extensions.

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6.7 Administrative Specifications

6.7.1 Travel Expenses

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

6.7.2 Shipping and Delivery Fee Exemption

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

6.7.3 Access/Cooperation

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

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

6.7.4 State-Owned Documents and Copyright Privileges

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

6.7.5 Intellectual Property

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

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

6.7.6 Work for Hire

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

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6.7.7 IT Required Work Procedures

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

6.7.8 Computer Use

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

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

6.7.9 Email Use

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

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6.7.10 Internet/Intranet Use

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

6.7.11 Regulatory/Governmental Approvals

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

6.7.12 Force Majeure

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

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

6.7.13 Confidential Information

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

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

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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.

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

6.7.13.4 In the event of unauthorized release of the State's Confidential Information, the Vendor shall immediately notify the State, and the State shall immediately pursue any remedy at law and in equity, including, but not limited to injunctive relief.

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

6.7.13.6 This Section 6.8.15 *Confidential Information* shall survive termination or Contract Conclusion.

6.7.14 Change of Ownership

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

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6.7.15 Assignment, Delegation and Subcontracts

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

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

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

6.7.16 Venue and Jurisdiction

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

6.8 Pricing

6.8.1 Pricing

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

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6.8.2 Invoicing

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

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

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

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

6.8.3 Overpayments to the Vendor

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

6.8.4 Credits

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

6.8.5 Retention and Access Requirements

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

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

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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. During the Term of this Contract, access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

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

6.8.6 Accounting Requirements

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

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6.9 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

	<u>VENDOR</u>	<u>THE STATE</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	TBD	Roger Marchand, Project Manager	5 Business Days
First	TBD	Debra Bourbeau, Director of Document Processing	10 Business Days
Second	TBD	Kathryn Skouteris, Assistant Commissioner	15 Business Days
Third	TBD	John Beardmore, Commissioner	20 Business Days

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

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Appendix A: BACKGROUND INFORMATION

A-1 New Hampshire Department of Revenue Administration

The mission of the Department of Revenue Administration is to fairly and efficiently administer the tax laws of the State of New Hampshire, collecting the proper amount of taxes due, incurring the least cost to the taxpayers, in a manner that merits the highest degree of public confidence in our integrity. Further, we will provide prompt and constructive assistance to the municipal units of government in matters of budget, finance, and the appraisal of real estate.

The Department of Revenue Administration is charged with administering and collecting New Hampshire taxes. It has approximately 140 employees and is organized into the following divisions:

- **Administration:**
The Administration Unit performs administrative functions necessary to support Department operations including accounting, purchasing, adjudicative and administrative hearings, tax policy and legislative analysis, fleet and facility maintenance, human resources and project management;
- **Audit:**
The mission of the Audit Division is to promote voluntary taxpayer compliance with New Hampshire's tax laws through fair, impartial, and efficient selection and review of taxpayers' returns; taxpayer education; and discovery of non-filers. The Audit Division is committed to team work, professional development, and high professional standards for auditors. The Central Tax Services Unit of the Division is dedicated to courteously, knowledgeably, and effectively handling taxpayer inquiries and account maintenance;
- **Collections:**
The mission of the Collections Division is to ensure taxpayer compliance with the tax laws of New Hampshire by fairly and effectively recovering overdue taxes through the uniform application of State laws, rules and policies;
- **Document Processing:**
The mission of the Document Processing Division is to process taxpayer documents in an accurate, efficient, and timely manner. The Division is committed to continuous improvement, strong customer service, and maintaining a positive team environment;
- **Municipal and Property:**
The mission of the Municipal and Property Division is to assure fairness, equity and proportionality in the assessment and collection of property taxes and the administration of municipal finances in the State by establishing tax rates, providing technical assistance and education to municipal officials, monitoring revaluations, reviewing assessment practices, equalizing local assessed valuation, appraising public utility and railroad property, and administering timber and gravel taxation.

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A-2 State Project Team

State high-level staffing for the Project will include:

A-2.1 Project Sponsor

The Project Sponsor, John T. Beardmore, Commissioner, will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Manager, and assisting the 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-2.2 Project Manager

The Project Manager, Roger Marchand, Director of Project Management Office, will be responsible for working with NH DRA staff, DoIT Staff, and the Vendor to ensure appropriate execution of the Contract. The Project Manager will be the primary point of contact for the Vendor and business users and will interact with the Vendor to address questions or concerns encountered by users in the day-to-day operation of the System.

Major duties include:

- Leading the Project;
- Promoting the Project statewide;
- Developing Project strategy and approach;
- Engaging and managing all Vendors;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

A-2.3 IT Leader

The IT Leader, Karen Sampson, IT Manager will act as a liaison between the Project Manager, the Vendor, and the DoIT resources.

Major duties include:

- Supporting the Project as a technical resource;
- Coordinating interaction between the Vendor, DRA, and DoIT resources.
- Coordinates and assigns development tasks to appropriate resource.
- Functioning as a primary point of contact for the Vendor on technical matters that do not require the direct involvement of the Project Manager.

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Appendix B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

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

For Consultant Staff Augmentation Proposals, the minimum standards for Proposal consideration include:

B-1 Proposal Submission

The Proposal submitted on time, as defined in this RFP in Section 2: *Schedule of Events*;
The Vendor has followed all the instructions as defined in Section 4 of this RFP;

B-2 Compliance with Requirements

Compliance with the entire mandatory requirement outlined in Appendix C: *Scope, Requirements and Deliverables*;

B-3 Transmittal Form Letter

Inclusion of the properly completed Transmittal Form Letter contained in Section 4.18.2: *Transmittal Form Letter* of this RFP; and

B-4 Experience and References and Vendor Qualifications

The Candidates must have experience and provide references supporting the Requirements and Deliverables as listed in Appendix C: *Scope, Requirements and Deliverables*; The Candidate must complete the Appendix E: *Standards for Vendor State Qualifications*.

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Appendix C: SCOPE, REQUIREMENTS AND DELIVERABLES

C-1 Scope of Work

The State has a vision to have a Revenue Information Management System (RIMS) that will maintain all the current TIMS functionality and add the system enhancements across six main categories: 1) Technology, 2) Core Application, 3) Financial, 4) Reporting and other outputs, 5) Collections and 6) Audit. The current system, TIMS was a result of an initial 3 year project, beginning in 1989, to integrate and automate the collection and processing of tax information. The System was originally designed to contain a relational database of taxpayers required by law to file tax information with the State for a limited group of the taxes administered by the Department. TIMS was originally developed with the assistance of outside consultants but since Implementation in 1991, the System has been maintained by staff. TIMS is comprised of several major subsystems that must interact with one another to process documents in a logical sequence. All divisions of the Department, with the exception of the Municipal and Property Appraisal Division, use the System on a daily basis. TIMS is hosted on an IBM Power 6 server, developed using COBOL with embedded SQL. As a 20+ year old technology, the application is antiquated. TIMS is accessed using the IBM "green screen." The completeness, reliability, security, technology of the application(s), and the safeguarding of taxpayer Data presents substantial risks to the Department.

TIMS manages the tax accounts for Business Profits, Business Enterprise, Interest and Dividends and Meals and Rentals taxes. TIMS manages the period to period transactions including general processing, inputs by the taxpayer and inputs and outputs of the Department.

Some of the general processing transactions include:

- Deposit tracking;
- Keying functionality for taxpayer information by the Department;
- An error corrections area:
 - Identifies issues on the return as well as missing pages, missing signatures, etc;
- Auto-issuing of notices of assessment, refunds and notices of credit in specific circumstances; and
- A 'train' environment that allows for processing a transaction outside of the live System.

The inputs of the taxpayer include:

- Estimated payments;
- Extension payments;
- Notice of assessment payments;
- Return Payments;
- Bond Payments;
- License Applications; and
- Filing of returns:
 - Original Returns;
 - Amended Returns; and
 - Report of Change.

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Some of the inputs and outputs of the Department include:

- Entering of notes to taxpayer accounts;
- Notices of assessment;
- Refunds;
- Credit tracking;
- Licenses;
- Creation and approval of abatements/waiver;
- Insufficient funds processing;
- Query/Report running;
- General maintenance:
 - Moving of money between tax types, tax periods and taxpayer accounts;
 - Correcting errors;
 - Reapplication of overpayments;
 - Reassignments between divisions; and
 - Updating taxpayer account information;
- Audit activity:
 - Updating accounts for audit results;
 - Flagging tax periods for audit;
 - Settlement processing; and
 - Update Statute of Limitation;
- Collections activity:
 - Maintaining Meals and Rentals Tax Licenses;
 - Recalculation of notices of assessment; and
 - Maintaining lien status;
- Legal activity:
 - Flagging and updating of bankruptcy cases; and
- Hearings activity.

There are also several Systems that relate to Data in TIMS that will need to be interfaced.

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C-2 Requirements

The State expects the selected Vendor to assess the current system and future needs for all Divisions listed in Appendix A: *Background Information*, Section A-1. The Divisions have completed initial analysis Section C-1, but this should not be considered all inclusive. Assessment should also be made of IT security requirements, such as but not limited to, network, database and operational needs. Analysis should include an upgrade vs. replace analysis, with cost considerations as outlined below in Section C-3.

C-3 Deliverables

The State expects the work associated with this RFP will result in recommendations and requirements for multiple options for an integrated solution of one or more components that will meet Reporting needs and fit within the State’s IT, security and program requirements, including budget considerations. Appendix C provides details on Requirements and Deliverables for work to be completed under the Contract resulting from this RFP. The Vendors shall complete the response checklist Table C-3 Deliverables Vendor Response Checklist.

Table C-3 Deliverables Vendor Response Checklist

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Explain How your Solution Meets the Requirement	Comments
	Project Management			
1.	Conduct project kick-off meeting	Non-Software		
2.	Finalized work plan	Written		
3.	Daily stakeholder outreach/ interview progress report	Written		
4.	Weekly project status reports	Written		
5.	In person stakeholder meeting	Non-Software		
	Research			
6.	Interview key stakeholders to assess current and future business needs	Non-Software		
7.	Conduct detailed market analysis, including research of industry standards, and compare to current system	Non-Software		
8.	Interview key stakeholders to assess State IT requirements	Non-Software		
9.	Interview key stakeholders to assess State security requirements	Non-Software		
10.	Using the research conducted, provide analysis on an upgrade vs. replacement of current system	Non-Software		

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Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Explain How your Solution Meets the Requirement	Comments
11.	Conduct research to determine budget estimates for the implementation of the Revenue Information Management System including cost analysis	Non- Software		
	Final Report			
12.	Document of program business requirements in the States format	Written		
13.	Document findings of current and future business needs	Written		
14.	Provide business and technical stakeholders with proposed findings for validation prior to preliminary findings presentation	Written		
15.	Presentation of preliminary findings	Non-Software		
16.	State acceptance of preliminary findings	Non-Software		
17.	Delivery of final report	Written		
18.	Write the RFP for the Revenue Information Management System application selection in the State's format	Written		
19.	Develop budget estimates for the implementation of the Revenue Information Management System	Written		
20.	Final report submitted and accepted by the State	Written		

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Appendix D: NARRATIVE TOPICS

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

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

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Appendix E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

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

E-1 Required Information on Corporate Qualifications

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

E-1.1 Corporate Overview (2 Page Limit)

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

E-1.2 Financial Strength

Provide the following:

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

E-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; and

E-1.4 Subcontractor Information

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

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

E-1.5 Prior Project Descriptions (limited to 3 pages each)

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

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

E-2 Candidates for Vendor Consultant Staff Roles

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

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

E-3 Related Documents Required at Contract Award

- New Hampshire Certificate of Authority/Good Standing (Appendix G) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/Forms.html;
- Certificate of Authority/Vote (Appendix G); and
- Proof of Insurance compliant with Appendix H: *State of New Hampshire Terms and Conditions P-37 and Contract Standard Language*.

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Appendix F: PRICING WORKSHEETS

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

The resulting Contract shall be a Firm Fixed Price Contract.

F-1 Deliverable Payment Schedule

The Payment Schedule below pairs Vendor Payment to Delivery Dates and key Planned Performance Measures as provided in Appendix C: *Scope, Requirements and Deliverables*

Table F-1: Deliverable Payment Schedule

Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date (Not listed in chronological order)	Payment Amount
	Project Management			
1.	Conduct project kick-off meeting	Non-Software		
2.	Finalized Work Plan	Written		
3.	Daily stakeholder outreach/interview progress report	Written		
4.	Weekly project status reports	Written		
5.	In person stakeholder meeting	Non-Software		
	Research			
6.	Interview key stakeholders to assess current and future business needs	Non-Software		
7.	Conduct detailed market analysis, including research of industry standards, and compare to current system	Non-Software		
8.	Interview key stakeholders to assess State IT requirements	Non-Software		
9.	Interview key stakeholders to assess State security requirements	Non-Software		
10.	Using the research conducted, provide analysis on an upgrade vs. replacement of current system	Non-Software		
11.	Conduct research to determine budget estimates for the implementation of the Revenue Information Management System including cost analysis	Non-Software		

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Ref. #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date (Not listed in chronological order)	Payment Amount
	Final Report			
12.	Documentation of program business requirements in the State's format	Written		
13.	Document findings of current and future business needs	Written		
14.	Provide business and technical stakeholders with proposed findings for validation prior to preliminary findings presentation	Written		
15.	Presentation of preliminary findings	Non-Software		
16.	Delivery of final report	Written		
17.	State acceptance of preliminary findings	Non-Software		
18.	Write the RFP for the Revenue Information Management System application selection in the State's format	Written		
19.	Develop budget estimates for the implementation of the Revenue Information Management System	Written		
20.	Final report submitted and accepted by the State	Written		
			TOTAL	

F-2 Vendor Rates Pricing Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire SFY runs from July 1 through June 30 of the following calendar year.

Table F-2: Future Vendor Rates Pricing Worksheet

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

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Appendix G: CERTIFICATES

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

(VENDORS NEED TO SUBMIT AT CONTRACT AWARD TIME)

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

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

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

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

G-2 Certificate of Authority/Vote

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

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

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

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CERTIFICATE OF AUTHORITY/VOTE CHECKLIST

SOURCE OF AUTHORITY

Authority must come from the **governing body**, either:

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

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

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

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

APPROPRIATE PERSON SIGNED THE CERTIFICATE

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

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Appendix H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS (P-37)

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor,

and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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