



State of New Hampshire

Department of Administrative Services

IT Advisory Services

DAS RFP 1877-17

RFP ISSUED.....May 10, 2016

VENDOR CONFERENCE.....11:00 AM (EST) May 24, 2016

AT: TBD

STATE CONTACT.....Paul Rhodes
Paul.rhodes@nh.gov
603 271-3350

CONTRACT TYPE.....NOT TO EXCEED

PROPOSALS DUE.....2:30 PM, June 21, 2016

AT: DEPARTMENT OF ADMINISTRATIVE SERVICES
ROOM 102, 25 CAPITOL STREET
CONCORD, NH

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IT ADVISORY SERVICES
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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.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or processes once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
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.

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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)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
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.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Deliverable	A Deliverable is a fully qualified IT consultant provided by the Vendor to the State under the terms of a Contract requirement.
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.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
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.
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases

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	for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
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.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and

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	Christmas Day. Specific dates will be provided upon request.
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
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
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 on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
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.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State requirements by supplying data processing Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract

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Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the qualified IT personnel proposed as augmentation to State staff as a response to the RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Administrative Services 25 Capitol Street Concord, NH 03301 Reference to the term “State” shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
State’s Confidential Records	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State’s representative with regard to Project oversight
State’s Project Manager (PM)	State’s representative with regard to Project management and technical matters. Agency Project

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	Managers are 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.
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.
Term	Period of the Contract from the Effective Date through June 30, 2021
Vendor/Contractor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
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 Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of <i>at least</i> thirty (30) minutes be taken after five (5) consecutive hours of work.
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. 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 Administrative Services, is releasing this Request For Proposal (RFP) to procure information technology research and advisory services from an experienced provider for the purpose of equipping Information Technology (IT) leaders and identifying technology trends and assist technology directions throughout the State with tools, templates, and current analysis which will allow them to make the decisions which will lead to the most effective delivery of essential IT services to the State.

State of NH IT Professionals are constantly investigating new methods to provide services through the use of improved technology and require access to the most current information, research, trends, recommendations and advice on technology, and other relevant topics relating to the operations of a State IT organization. The objective of this procurement is to establish a Service Contract for IT research and advisory subscription services, related resource library and analytical/advisory services that are unbiased, accurate, clear, relevant, timely and comprehensive.

1.1 Contract Award

The State plans to execute a Not To Exceed (NTE) Contract as a result of this RFP. The award will be based upon criteria, standards, and weighting identified in this RFP.

Any resulting Contract from this RFP will be a non-exclusive Contract.

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

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

1.2 Contract Term

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

The Vendor shall be fully prepared to commence work by August 2016, after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Vendor's initial term will begin on the Effective Date and extend through June 30, 2021. The term may be extended for up to three years ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2024.

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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.

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)	5/10/16	
Vendor Inquiry Period begins (on or about)	5/10/16	
Notification to the State of the number of representatives attending the (Mandatory or Optional) Vendor Conference	5/19/16	By 4:30 PM
Vendor Conference; location identified in <i>General Instructions</i> , Section 4.3	5/24/16	11:00 AM
Vendor Inquiry Period ends (final inquiries due)	6/03/16	4:30 PM
Final State responses to Vendor inquiries	6/13/16	
Final date for Proposal submission	6/21/16	2:30 PM
Invitations for interviews	6/30/16	
Vendor presentations/discussion sessions/interviews, if necessary	TBD	
Anticipated Governor and Council approval	TBD	
Anticipated Notice to Proceed	TBD	

3. SERVICES, REQUIREMENTS AND DELIVERABLES

For this IT Advisory Services RFP the State seeks to procure experienced IT consultants. Therefore the main deliverable is fully qualified IT individuals that can fulfill the services and activities as described in Appendix C: *Requirements and Deliverables*, with the experience as defined in Appendix E: *Standards for Describing Vendor Qualifications*, working on site for full business days on projects as directed by the State Project Manager.

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

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4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

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

State of New Hampshire
Bureau of Purchase and Property
c/o Paul Rhodes
25 Capitol Street, 1st Floor
Concord, New Hampshire 03301

Cartons containing Proposals must be clearly marked as follows:

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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(s) in response to this RFP.

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

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

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Paul Rhodes
Department of Administrative Services
25 Capitol St
Concord, NH 03301
Telephone: (603) 271-3350
Email: paul.rhodes@nh.gov

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

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

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

4.2.1 Restriction of Contact With State Employees

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

4.3 Vendor Conference

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

Department of Information Technology
27 Hazen Drive
Concord, NH 03301

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

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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 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 and Public Disclosure of a Proposal

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of

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portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP to the contrary, pricing will be subject to public disclosure upon RFP opening, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

Notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

From the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of Purchase and Property) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and will no longer be allowed to proceed in the award process..

4.10 Security

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

4.11 Non-Commitment

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

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4.12 Proposal Preparation Cost

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

4.13 Oral Presentations/Interviews and Discussion

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

4.14 Required Contract Terms and Conditions

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

4.15 Proposal Format

Proposals should follow the following format:

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

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

4.16 Proposal Organization

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

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Corporate Qualifications
- **Section V:** Qualifications of IT Consultant Staff
- **Section VI:** Cost Proposal
- **Section VII:** Copy of the RFP and any signed Addendum (a)-in the Original Proposal only

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4.17 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
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RESPONSE TO DAS RFP 1877-17
INFORMATION TECHNOLOGY ADVISORY SERVICES**

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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Date: _____

Company Name: _____

Address: _____

To: Point of Contact:

Telephone:

Email:

RE: Bid Invitation Name: **e-Commerce Shopping Cart Services**

Bid Number: **RFP 1877-17**

Bid Posted Date (on or by): **May 11, 2016**

Bid Opening Date and Time: **June 21, 2016 @ 2:30 PM (EST)**

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to RFP 1877-17 for IT Advisory Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ **Authorized Signor's Title**

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ **STATE:** _____ **ZIP:** _____

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On the ____ day of _____, 2016, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

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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. The executive summary shall also provide an overview of the Vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

4.18.5 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: *Requirements and Deliverables* for this RFP. Requirements describe specific features that the State is seeking in this RFP document.

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

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 IT Consultant Staff

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

4.18.9 Section VI: Cost Proposal

The Cost Proposal must include the following:

- A *Vendor Proposed Position Rates Pricing Worksheet* prepared using the format provided in Table F-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Future Vendor Rates Pricing Worksheet* prepared using the format provided in Table F-2 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided.

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4.18.10 Section VII: 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 will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.

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

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

- 300 points – **Vendor’s Technical, Service and Project Management Experience;**
- 300 points – **Vendor Company;** and
- 400 points – **Solution Cost (Rates and Pricing)**
- 1000 points - **Total Possible Score.**

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

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

5.3 Planned Evaluations

The State plans to use the following process:

- Initial screening;
- Preliminary scoring of the Proposals;
- Oral interviews and product demonstrations;
- Final evaluation of Proposals.

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5.3.1 Initial Screening

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

5.3.2 Preliminary Scoring of Proposals

The State will establish an evaluation team to initially score Proposals.

5.3.3 Oral Interviews and Product Demonstrations

Preliminary scores from the initial evaluation of the Proposals will be used to select Vendors to invite to oral interviews and product demonstrations. It is the intent of the State to invite up to the five (5) highest scoring vendors.

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

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

5.3.4 Best and Final Offer

The State plans to negotiate pricing with the highest scoring Vendor. If an agreement is not reached, the State reserves the right to move on to negotiations with the second-highest scoring Vendor.

5.3.5 Final Evaluation

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

5.4 Scoring Detail

The State will select a Vendor based upon the criteria and standards contained in this RFP.

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5.4.1 Advisory Service Scoring Methodology

The primary focus for this project will be the extent to which the vendor is able to cost effectively provide current, relevant and actionable guidance to various classes of DOIT employees. In order to assess the value of this service to the State a weighted model will be used to represent who and how often this service will be used. The State will use the job categories of the following IT positions: Commissioner, Director, Agency IT Lead and Project Manager which will be given the weight of 2, 3, 4 and 3 respectively. This weighting will be used to help compute the scores in 5.4.2 (technical, service and project management) and 5.4.4 (cost) below. The following definitions will be used for the job categories:

5.4.1.1 Description of Job Responsibilities for IT Leaders

Commissioner Level

- Scope is broad, Statewide focus on planning and the future.
- Provides a vision for technical change.
- Provides leadership to the agency, as well as consultation and advice to other agencies and the Executive Leadership. In pursuit of these goals, building relationships at all levels of government are a key to success.
- Focus is on integrated solutions across multiple agencies, ability to understand the interaction between policy and technology. Must be able to assess the impact of proposed legislation as well as to suggest legislative changes which will make use of technology to support the government's goals.
- Must be able to anticipate technological change, recognize opportunities to make government more efficient with respect to technology and to understand citizens' expectations with respect to technology.
- Crisis management and the avoidance of crisis with respect to IT are a major focus.
- High priority subjects include Cloud and Mobile services, security, metrics, training, budget, balancing legacy systems with technology innovations.

Director Levels

- Focus is Statewide within the directorate's area of responsibility,
- Errors at this level result in disruption of system wide programs or services.
- Ensures consistency and maintainability of existing applications and infrastructure by creating, maintaining, and enforcing standards and procedures.

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- Responsible for implementing new directives within their area of responsibility, suggesting areas for improvement to applications and infrastructure.
- Evaluates all facets of information technology to ensure productivity of assigned resources and quality of information technology work products; recommends changes when appropriate.
- Responsible for budgeting and for prioritizing acquisition, maintenance, and replacement of existing infrastructure items.
- Evaluates overall user needs for computerized information technology, training, software and networking, and authorizes appropriate course of action.
- Responsible for personnel evaluations, recruitment and advancement of employees.
- Develops long-range plans, analyzes staffing requirements, and formulates system wide policies and procedures.

Agency IT Leader

- Focus is to direct the information technology needs of a single state agency.
- Plans, directs, monitors and evaluates multi-project information technology activities within an assigned agency.
- Directs assigned managers and coordinates team resources throughout the implementation and ongoing operation of information technology projects.
- Plans, prepares, implements, and monitors operational plans and budgets within the framework of agency goals and objectives.
- Interfaces with agency management; coordinates with appropriate federal and state agencies, contractors, and vendors to ensure scheduled delivery of automated application solutions that conform with stated client business needs.
- Evaluates trends in information technology hardware, software and networking and makes recommendations to department administration regarding appropriate hardware, software and systems.
- Errors in this job category may result in long-term adverse impact on agency image and the future success of organizational operations.

Project Manager

- Focus is for the management and successful implementation of individual programs within specific agencies.
- Coordinates development, testing, and implementation efforts for information technology programs.

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- Coordinates and directs information technology use, development and implementation within development groups.
- Analyzes or manages information technology related to agency computerized systems including coordinating with vendors and managing vendor contracts as necessary.
- Coordinates with managers of other organizational units to recommend system solutions to accomplish goals, set priorities, and to resolve problems.
- Evaluates specifications for new applications and enhancements, and applies project management techniques to assure timely completion.
- Analyzes systems problems, monitors system data bases in order to ensure their integrity, and provides technical assistance to agency staff.

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

Vendor proposed Services will be allocated a maximum score of (300) points.

In this section the State will score the technical merits of how the Vendor proposes to carry out the implementation and maintain the solution.

Factors include, but are not limited to, those which indicate how well the vendor responds to the needs of the State for IT advisory services and the likelihood that this guidance will result in actionable plans which will save money or produce a more efficient operating environment.

5.4.3 Scoring of Vendor Company

Vendor Company qualifications will be allocated a maximum score of (300). It must be established that the Vendor is capable of carrying out the Project.

Factors include but are not limited to:

How long in business – A proven track record of operation for a number of years that the company will continue to support the System.

How many employees in your firm?

How many years of experience in technical advisory services – Demonstrated competence in working in this business.

Bench Strength and support structures – The State will consider the depth of required technical skill within the company

References - The measure of a company's strength is more accurate when made by a third party that has collaborated with the Vendor on a similar project.

Litigation – The relevance of involvement of the company in litigation will be considered.

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

5.4.4 Scoring the Software Solution Cost

Vendor proposed Software Solution cost will be allocated a maximum score of (400) points. The State will consider costs, provided in Tables F-1: *Activities/Deliverables/Milestones Pricing Worksheet*, The cost information required in a Proposal is intended to provide a sound basis for comparing costs.

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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*. 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*.

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 the Contract.

6.5 Vendor Staff

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

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

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

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

6.5.1 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 and Appendix H: *State of New Hampshire Terms and Conditions* of this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

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 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 Warranty Period

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

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

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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.

6.7.4 Confidential Information

- 6.7.4.1** 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: *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.
- 6.7.4.2** The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.
- 6.7.4.3** 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.
- 6.7.4.4** 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.
- 6.7.4.5** 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

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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.

6.7.4.6 This Section 6.7.15 *Confidential Information* shall survive termination or Contract conclusion.

6.7.5 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.

6.7.6 Assignment, Delegation and Subcontracts

6.7.6.1 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.

6.7.6.2 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.

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6.7.6.3 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, as permitted under this Contract Section 10.12.3, 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.

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

6.8.2 Invoicing

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.

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6.8.4 Credits

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

6.8.5 Retention and Access Requirements

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

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

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

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

6.8.6 Accounting Requirements

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

6.9 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.

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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	<NAME> <TITLE>	Paul Rhodes Financial & Purchasing Analyst (PM)	5 Business Days
First	<NAME> <TITLE>	Denis Goulet State Project Sponsor	10 Business Days
Second	<NAME> <TITLE>	Vicki V. Quiram Commissioner DAS	15 Business Days

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

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APPENDIX A: BACKGROUND INFORMATION

A-1 The Department of Administrative Services Purchase and Property

The Department of Administrative Services, Bureau of Purchase and Property's prime responsibility is to purchase goods and services for all state agencies and institutions unless they are specifically exempted by law.

The Mission of the Department of Administrative Services is to provide quality resource management services to its customers while maintaining required administrative oversight.

A-2 Department of Information Technology and Technology Status

The Vendor IT consultant staff shall work in cooperation with the New Hampshire Department of Information Technology (DoIT). Created in September 2008, DoIT oversees implementation of all statewide information technology activities.

A-2.1 Technical Architecture

Components of the State's technical architecture include:

- **State Network Environment:** The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines, wireless, and voice over IP (VOIP), and VPN technologies. Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). Direct support is provided for twenty-one partner Agencies; other State Agencies support their own networks, out-source the support, or use the resources of another Agency.
- **Internet Access:** All State Agencies are connected to the State's intranet which is being redesigned to function as the statewide core network in addition to facilitating access to e-mail, the Internet, and the State's financial applications. Some Agencies additionally have their own Internet service providers. PCI Compliance is also an element in this effort.

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A-3 Related Documents Required at Contract Award

- a. Certificate of Good Standing/Authority
(Dated after April of the current year and available from the Office of the Secretary of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/index.html)
- b. Certificate of Vote (Appendix G-2)
- c. Proof of Insurance Compliance with Appendix H: *State of New Hampshire Terms and Conditions-P-37*, Section 14: *Insurance*.

A-4 State Project Team

The target group for IT advisory Services would include State IT Professional Managers.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

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

For IT Advisory Services 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*;

B-2 Compliance with Requirements

Compliance with mandatory requirements in Appendix C-1: *Requirements*; and

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.

B-4 Experience and References

The candidate company must have experience providing IT Advisory services for five years or greater. These advisory services must include a broad range of services on topics affecting state IT organizations such as, data governance, asset management, project management support, ability to compare information from NH to other similar states, strategic planning, performance measures with comparison to similar states, data center support and health assessment, purchasing for enterprises, expertise on common IT solutions, contract assistance, managing programs, process improvement organizational level model, best practices, cost avoidance, enterprise license benefits, purchasing guidance, industry research reference material and new technology research.

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APPENDIX C: REQUIREMENTS AND DELIVERABLES

C-1 Requirements and Deliverables

Vendor must be able to provide an enterprise license which includes regular access to experienced consultants, archived research, and executable tools, such as modifiable forms, planning documents, self-service diagnostic and benchmarking tools the State can use to implement research findings and recommendations in the fields indicated below. Please indicate your ability to provide these resources along with any pertinent explanation. Explanations requiring additional space may be attached to the proposal:

Specialty Area.	Meets (Y or N)	Notes
Required skills		
1. Cloud and Local Infrastructure		
2. Business Intelligence & Analytics, Reporting and Performance Measures		
3. Security		
4. Business Continuity and Disaster Recovery		
5. Financial Management		
6. Organizational Design and Effectiveness		
7. Storage Optimization		
8. Mobile Device Management, Support and Guidance		
9. Collaboration & Productivity Applications		
10. Application Management		
11. Enterprise Architecture		
12. Vendor Management		
13. Storage Optimization		
14. IT Service Management		
15. Leadership and Performance Management		
16. Enterprise Networks		
17. Project Management		

C-2 Deliverable

The Deliverable is access to quality IT advisory services on a broad range of topics for multiple levels of DOIT IT Professional managers. For evaluation purposes the assumption is that we will have two (2) CIO level users, four (4) Director Level users, ten (10) IT Agency level leaders and fifteen (15) IT Project Managers. The requirement is to have access to fully qualified IT

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Consultant personnel with knowledge and experience as declared in Appendix E, Section E-2: *Candidates for Vendor IT Consultant Roles*, capable of fulfilling the Requirements stated in Appendix C, Section C-1: *Requirements and Deliverables*, working as directed by the State Project Manager.

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

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

Topic	Page Limit
Proposed Services	
Topic 1 - Solutions, Deliverables and Services	7
Topic 2 - Data Exchange	6
Topic 3 - Usability Features	4
Topic 4 – Written Research	8
Topic 5 – IT Related Tools	5
Topic 6 – Ad hoc research and analysis requests	4
Topic 7 – Peer networking	4
Topic 8 – Vendor Personnel Dedicated to DOIT	4
Topic 9 – CIO Advisory Services	3
Topic 10 – Information Security Advisory Services	3
Topic 11 – Program and Project Management Advisory Services	4
Topic 12 – Research Web Site	4
Topic 13 - Metrics	3
Topic 14 Research Access	4
Topic15 - Current Research Material	5
Topic 16 - Research Materials	5

D-1 PROPOSED SOFTWARE SOLUTION

This section provides a series of topics related to the proposed Service Solution described in RFP.

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Topic 1 – Solution, Deliverables, and Services Offered

Provide a detailed description of specific components of the Solution offered, including the Deliverables and Services the Vendor is proposing to offer the State.

The response must include a description of the following:

- What is the preferred method of contacting your firm?
- Describe your research methodologies and tools
- Describe how you deliver your research and advisory services and any different levels of service package you provide
- Describe your varying levels of service to address the different needs of an IT organization from the CIO down to the supervisory level.
- How the overall engagement will occur;
- Include a graphic workflow of the process;
- Identify timeframes for accessing the various reports, analyses, briefings or expert advice;
- Identify the resources to be employed, including both State and Vendor;
- The time commitment required for both State and Vendor resources and the communication plan to be employed;

Topic 2 – Data Exchange

Provide a detailed description of the mechanism and tools included in the proposed System to enable the specified data sharing between the Vendor and the State.

- What type of interface/mechanism/tool and frequency is proposed for the State to exchange data with the vendor? Explain the process.
- What type of interface/mechanism/tool and frequency is proposed for the Vendor to exchange data with the State?
- What form of data is being returned?

Topic 3 – Usability Features

Provide a detailed description of the following:

Will State staff be able to submit special requests for research?

- How will the State make research requests?
- How will the results be returned?
- Provide an example scenario of this process.

Topic 4 – Written Research

Please describe in detail how you will provide written research on multiple IT industry related subjects accessible through email and over the Internet.

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Provide three examples of research reports provided within the last year. The topic areas should be: advantages and disadvantages of Software as a Service contracting, moving applications such as MS 365 to the cloud, and an analysis of current business intelligence software and integration of it to a data warehouse. Provide an additional three reports which you think particularly appropriate for a customer of similar size and purpose as the State of New Hampshire. These reports should be delivered as links to online reports.

Topic 5 – IT Related Tools

Please describe in detail, the suite of templates, calculators, policies, pre written job description and other tools related to (but not limited to) Security, Project Management, Architecture, Procurement, Contracting, Vendor performance, Financial Planning, and IT Strategy. Include an example of each by using links to online active documents. How do you enable IT leaders to make decisions based on sound, valid comparison of the costs vs the benefits of an IT investment?

Topic 6 – Ad Hoc Research and Analysis Requests

Please describe in detail the steps required or DOIT to generate an ad hoc and on demand research and analysis requests.

Topic 7 – Peer Network

Please describe in detail a peer networking forum where DOIT's senior leadership contact peers in their IT subject matter areas to collaborate with on state IT initiatives and projects.

Describe peer networks available for different levels and specialties of IT professionals along with number of members of those networks.

Please describe to what extend are these networks are accessed using: a. Online' b. Social Media, c. Conferences/Symposiums, d. Telephone Conference, e. Video Conference, f. Web Conference, g. In person, h. Instant messaging, i. Other, please explain.

Topic 8 – Vendor Personnel dedicated to DOIT

Please describe in detail your experience, expertise, and services related to support from the vendor in the form of vendor personnel dedicated to DOIT to provide analysis and/or consulting services to support information adoption and assimilation?

Topic 9 – CIO Advisory Services.

Please describe in detail your experience, expertise, and services related CIO advisory services?

Topic 10– – Information Security Advisory Services

Please describe in detail your experience, expertise, and services related to Information Security advisor services?

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Topic11– – Program and Project Management Advisory Services

Please describe in detail your experience, expertise, and services related to Program/Project Management advisory services?

Topic 12 – Research Web Site

Vendor must provide access to an Internet based web site which will allow a team of DOIT IT professionals the ability to review the research services available to the State.

Topic 13 – Metrics

What qualities do you attribute to a good system of Metrics? How do you determine whether the data you gather is aligned with your client's goals. How can you assure that metrics used to improve the delivery of service are a means to an end rather than ends in themselves.

Topic 14 – Research Access

Describe in detail the different levels of access ascribed to IT professionals in a typical engagement.

Topic 15 – Current Research Material

Describe way research, research materials and analysis is gathered. How do you update your research database? How do you keep clients up to date on research and industry news which may impact their business?

Topic 16– Restrictions to Research Materials

Describe the way that a State IT manager who has gathered research is able to disseminate relevant materials to a work team or to the larger organization. Do proprietary restrictions prevent exposure of research materials to the larger organization?

APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

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

E-1 Required Information on Corporate Qualifications

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

E-1.1 Corporate Overview (2 Page Limit)

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

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
or
- The firm's most recent income tax 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.

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:

1. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project.
2. A high-level description of the Subcontractor's organization and staff size.
3. Discussion of the Subcontractor's individual qualifications of candidates for IT Consultant staff roles; and
4. Two references from companies or organizations where they performed similar services, if requested by the State.

E-2 Candidates for Vendor IT Consultant Staff Roles

Provide a resume not to exceed three (3) pages for each Vendor IT Consultant staff position proposed to service the State on a regular basis. Provide also three typical resumes for individuals who provide specialty consulting or who fill research requests. Each resume should address the following:

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- 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.

Although the State recognizes that staff availability is somewhat uncertain, qualifications of Vendor IT Consultant staff assigned to the Project are critical. Specific named resumes are required, representative resumes will not be acceptable. IT Consultant Staff must be available full time, on site, for the duration of the Contract.

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APPENDIX F: PRICING WORKSHEETS

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

The resulting Contract shall be a Not-To-Exceed Contract. The budget for the Project shall not exceed \$100,000.

F-1 Vendor Proposed Position Rates Pricing Worksheet

The State user population is defined as the four job categories defined in section 5.4. The cost reflected in the table below is the cost for the people in those job categories to be effectively provided advice, guidance, tools, analysis etc. which are consistent with their challenges. If the business model allows for people in one category to be provide with these benefits by virtue of an enterprise membership or the ownership of a (seat) by a member of another job category the cost may be represented as \$0. Sufficient explanation should be provided to show the benefits and limits of the proposal for each position. If there are various packages of services, Multiple Tables (F-1.1, F-1.2, F-1.3 etc) may be submitted. The State will chose the package which most fits its needs.

Table F-1: Vendor Proposed Position Rates Pricing Worksheet

Research / Consulting Access Level	Per Seat Annual Rate	Access/Role Description
Commissioner		
Director		
Agency IT Lead		
Project Manager		
Total		

F-2 Future Vendor Rates Pricing Worksheet

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

Table F-2: Future Vendor Rates Pricing Worksheet

Position Title	SFY 2017 7/1/2016 – 6/30/2017	SFY 2018 7/1/2017 – 6/30/2018	SFY 2019 7/1/2018– 6/30/2019	SFY 2020 7/1/2019 – 6/30/2020
Commissioner				
Director				
Agency IT Lead				
Project Manager				

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APPENDIX G – SAMPLE 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, 201X, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

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

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

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G-2 Sample Certificate of Vote

CERTIFICATE

(Corporation without Seal)

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

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

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

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

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

_____ President
_____ Vice President
_____ Treasurer

and;

- (7) the corporation has no seal.

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

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Clerk/Secretary

STATE OF _____

COUNTY OF _____

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SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing.

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	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of

competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

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

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