STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE AND SUPPORT
RFP NHES 2018-01

NH UNEMPLOYMENT INSURANCE SYSTEM MAINTENANCE AND SUPPORT

RFP NHES 2018-01

RFP ISSUED……………………………………….....……08-17-2017

VENDOR CONFERENCE……………………………………08-29-2017

LOCATION........................45 South Fruit Street, Concord, NH 03301

STATE POINT of CONTACT………………………………...Jill Revels
Telephone: (603) 229-4449
Email: Jill.D.Revels@nhes.nh.gov

CONTRACT TYPE………………………………………….....Firm Fixed Price

PROPOSALS DUE………………………………………….....09-19-2017 4:30 PM EST

1. INTRODUCTION

The State of New Hampshire, acting through the Department of Employment Security (NHES), is releasing this Request for Proposal (RFP) to procure Vendor services for to provide ongoing maintenance and support for the New Hampshire Unemployment Insurance System (NHUIS).

NHUIS is the application through which an individual files for unemployment benefits, employers respond to requests for information necessary to determine eligibility for benefits, and NHES staff process and manage the accounts for benefit claims, payments and overpayments.

Developed by Deloitte Consulting, LLP, NHUIS was implemented by the vendor in New Hampshire on August 17, 2009. On July 1, 2011, SymbioSys Solutions, Inc, became responsible for continued system application maintenance, defect clearance, and enhancements needed to improve and expand existing system functionality and business process flow. The System is considered to be complete although new modules and/or functionality may be added in the future in response to changes in state or federal law or policy, economic circumstances or special funding.

1.1 Project Overview

The current RFP is for full support of the NHUIS application and accompanying software – day-to-day maintenance of production, test (UAT) and development (DEV) environments, including batch run and support; system deficiency and analysis and clearance; enhancements; quality assurance; integration and testing and user acceptance testing support. The Department of Information Technology (DoIT) is responsible for maintaining the hardware, network connectivity and providing Database Administrator (DBA) support. DoIT DBA's are responsible for applying all database (DB) object changes to User Acceptance Testing (UAT) and Production. Vendor has the ability to apply DB object changes to Development (DEV).

The successful responder to this RFP will support and maintain the NHUIS application and software, will develop enhancements to the existing system and will also work with DoIT to ensure a positive outcome with any upgrades or changes to the infrastructure.

A transition plan will be required demonstrating a smooth and orderly transition of functions between the outgoing vendor and the new vendor, in the event a new vendor is chosen, with minimal disruption to the operation. More details of this plan will be outlined in Appendix C: *Requirements and Deliverables* in section C-1.

1.2 Contract Award

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

1.2.1 Non-Exclusive Contract

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

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

1.3 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 January 1, 2018, 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 December 31, 2019. The term may be extended for up to two additional two (2) year terms ("Extended Terms") at the sole option of the State based on the Vendor's Proposal, based upon Vendor's Proposal and the parties' written agreement for each extended term, up to but not beyond December 31, 2023.

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, approved costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

1.3.1 Contract Negotiations and Unsuccessful Bidder Notice

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

In order to protect the integrity of the public procurement process, no information shall be made available to the public, the members of the General Court or its staff, notwithstanding the provisions of RSA 91-A:4, concerning specific responses to this RFP, from the time the RFP is made public until five (5) business days prior to submission of the resulting contract to the Department of Administrative Services for inclusion on a Governor & Executive Council meeting agenda. This means unsuccessful Vendors shall not be notified of the outcome until that time. See RSA 21-G:37.

1.4 Subcontractors

The Vendor shall identify all Subcontractors to be provided to deliver required Services subject to the terms and conditions of this RFP, including but not limited to, in Appendix H Section H-25: *General Contract Requirements* herein and Appendix H: *State of New Hampshire Terms and Conditions* of this RFP. For each portion of the proposed services to be provided by a subcontractor, the proposal must include an identification of the qualifications and experience of the subcontractor to perform such work. Any proposed scope of work to be subcontracted must be identified and approved in writing by the Agency prior to the awarding of the Contract.

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

2. SCHEDULE OF EVENTS

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

EVENT	DATE	TIME
RFP released to Vendors	08/17/2017	
Vendor Inquiry Period begins	08/17/2017	
Notification to the State of the number of representatives attending the Mandatory Vendor Conference	08/25/2017	4:30 PM EST

EVENT	DATE	TIME
Mandatory Vendor Conference; location identified in *General Instructions*, Section 4.3	08/29/2017	TBD
Vendor Inquiry Period ends (final inquiries due)	09/06/2017	4:30 PM EST
Final State responses to Vendor inquiries	09/08/2017	4:30 PM EST
Final date for Proposal submission	09/19/2017	4:30 PM EST
Invitations for oral presentations	TBD	TBD
Vendor presentations/discussion sessions/interviews, if necessary	TBD	TBD
Anticipated Governor and Council Date	12/06/2017	

3. SOFTWARE, REQUIREMENTS AND DELIVERABLES

3.1 Software

Each Proposal must demonstrate the ability to support Software for the required functionality listed in Appendix C: *System Requirements and Deliverables.* The State seeks Vendor maintenance and support for the current NHUIS System, which includes addressing outstanding deficiencies and defects in the current benefit payment system, current support items awaiting implementation, and previously identified enhancements requested for the current system; addressing deficiencies, defects, support and enhancement items identified during the term of the contract; and developing and supporting any newly implemented functionality within the NH Unemployment Insurance System. Each Proposal must describe in detail the ability of the Vendor to fully support the required functionality listed in Appendix C: *Requirements and Deliverables.*

3.2 Requirements

3.2.1 Appendix B: *Minimum Standards for Proposal Consideration*, (1) Compliance with Submission Requirements, (2) Compliance with System Requirements, (3) Vendor Implementation Experience with an Unemployment Insurance (UI) System, (4) Vendor Maintenance and Support of a UI System implemented by a different vendor, and (5) proposed Project Team.

3.2.2 Appendix C: *System Requirements and Deliverables*

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

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

3.3 Deliverables

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements for these deliverables are provided in Appendix F: *Pricing Worksheets.* A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: *System Requirements and Deliverables.* Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the Vendors' experience with the Implementation process, the manner of Service delivery and experience with similar projects related to the Software, technical Services, and Project Management topics.

4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

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

State of New Hampshire
Department of Employment Security
c/o Jill Revels, Business Administrator
45 South Fruit Street
Concord, New Hampshire 03301

Cartons containing Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
Department of Employment Security

RESPONSE TO RFP NHES 2018-01
NHUIS Maintenance and Support

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

Vendors are permitted to submit **a single** Proposal in response to this RFP.

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

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

a. One (1) original and five (5) clearly identified copies of the Proposal, including all required attachments,

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.

The cost Proposal must be labeled clearly and sealed separately from the main proposal. Each cost proposal (one (1) original and five (5) copies) must be bound separately.

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 e-mailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

Jill Revels, Business Administrator
Department of Employment Security
45 South Fruit Street
Concord, New Hampshire 03301
Telephone: (603) 229-4449
Email: Jill.D.Revels@nhes.nh.gov

Vendors are encouraged to submit questions via email with "NHES NHUIS RFP" in the subject line to identify inquiries; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.

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

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 State Point of Contact listed in Section 4.2: *Proposal Inquiries*. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

4.3 Vendor Conference

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

NH Employment Security
45 South Fruit Street
Concord, New Hampshire
Conference Room 033
Concord, New Hampshire 03301

All Vendors who intend to submit Proposals must 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.

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

A high-level user demonstration of the benefit payment system for which maintenance and support is being sought will be provided at the Vendor Conference and an opportunity for questions will be afforded.

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

4.4 Alteration of RFP

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

4.5 RFP Addendum

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

4.6 Non-Collusion

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

4.7 Validity of Proposal

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

4.8 Property of the State

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

4.9 Confidentiality of a Proposal

A Proposal must remain confidential as provided by RSA 21-G. A Vendor's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

4.10 Public Disclosure

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to Administrative Services, the Agency will post the name, rank or score of each proposer.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (http://www.nh.gov/transparentnh/). Business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. Accordingly, if you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or

proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any other provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers.

4.11 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. The NHUIS System must be available on an ongoing basis with appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and data.

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

4.12 Non-Commitment

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

4.13 Proposal Preparation Cost

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

4.14 Oral Presentations/Interviews and Discussion

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to maintain and support and implement enhancements to the NHUIS application. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

4.15 Required Contract Terms and Conditions

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

4.16 Proposal Format

Proposals should follow the following format:

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

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

4.17 Proposal Organization

Proposals should adhere to the following outline and should not include items not identified in the outline.
- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Narrative Responses
- **Section V:** Corporate Qualifications
- **Section VI:** Qualifications of Key Vendor Staff
- **Section VII:** Cost Proposal
   Section VIII: Copy of the RFP and any signed Addendum (a) - *required in original Proposal only*
- **Section IX:** Appendix

4.18 Proposal Content

4.18.1 Cover Page

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

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

4.18.2 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 may result in a Proposal being rejected.

State of New Hampshire Proposal Transmittal Form Letter

Company Name_____

Address_____
_____

To: NH Department of Employment Security Point of Contact: Jill Revels, Business Administrator
Telephone (603) 229-4449
Email: Jill.D.Revels@nhes.nh.gov

RE: Proposal Invitation Name: NHUIS Maintenance and Support
Proposal Number: NHES 2018-01
Proposal Due Date and Time: 09/19/2017 at 4:30 p.m. EST

Dear Ms. Revels:

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NHES 2018-01 - NHUIS Maintenance and Support at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions.*

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

We attest to the fact that:

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

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract(s).

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

The Vendor has read and included a copy of RFP NHES 2018-01 and any subsequent signed Addendum (a).

Our official point of contact is _____
Title _____
Telephone_____Email_____
Authorized Signature Printed _____
Authorized Signature _____

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 will also provide an overview of the Vendor's proposed 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 System Requirements and Deliverables

System requirements are provided in Appendix C: *System Requirements and Deliverables.*

Using the response tables in Appendix C, the Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

4.18.7 Section IV: Narrative Responses

Section IV solicits narrative responses describing the Technical, Services and Project Management topics defined for this RFP Project. See Appendix D: *Topics for Mandatory Narrative Responses.* Discussion of each topic must begin on a new page.

4.18.8 Section V: Corporate Qualifications

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

4.18.9 Section VI: Qualifications of Key Vendor Staff

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

4.18.10 Section VII: Cost Proposal

The Cost Proposal must describe the proposed cost of the Vendor proposal based on and reflected by the inclusion of the completed tables listed in Appendix F: Pricing Worksheets;

- The *Activities/Deliverables/Milestones 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;

- *Initial Contract Term Vendor Rates 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;

- *Future Vendor Rates Worksheet* prepared using the format provided in Table F-3 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

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

4.18.12 **Section IX: Appendix-** This section provided for extra materials as referenced in Appendix D such as Product Literature, Testing and Status Meetings and Reports.

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5. PROPOSAL EVALUATION PROCESS

5.1 Scoring Proposals

Each Proposal will be evaluated and considered with regard to the Services proposed, qualifications and experience of the Vendor and any Subcontractors, 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, a maximum of 750 points to be awarded for the Technical Proposal and a maximum of 250 points to be awarded based on the Price Proposal. Please note: Vendors must receive a minimum of 600 points in their Technical Proposal for their Pricing Proposal to be considered. Points will be distributed among the following factors:

Item	Points	Description
Technical Proposal (Maximum Points 750)		
1	250	Development, Implementation, Service, Support and Project Management Experience with Unemployment Insurance Systems
2	200	Maintenance, Operation & Production Support Approach
3	175	Quality Assurance & Testing Approach
4	100	Corporate and Staff Qualifications
5	25	Value Added Services and Innovation
Pricing Proposal (Maximum Points 250)		
6	150	Maintenance & Support Cost/Vendor Rates Initial Term (Year 1 and 2)
7	50	Maintenance & Support Cost Extended Terms (Years 3-4, Years 5-6)
8	50	Vendor Rates for Added Services/Future Development
	1,000	Total Points

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 Technical Proposals;
- Oral interviews (TBD);
- Final evaluation of Proposals including Pricing.

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 score Proposals. The evaluation team will initially score the Technical Proposals and give a preliminary score to the Technical Proposals under the guidelines set forth in Section 5 and Appendix D. Should a Proposal fail to achieve at least 600 of the possible 750 points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Proposer's Price Proposal will not be considered. Price Proposals will not be reviewed until after the preliminary technical review.

5.3.3 Oral Interviews

Preliminary scores from the initial technical review and evaluation of the Proposals may be used to identify a list of finalists of the top Proposers. If it is determined to be in the State's best interest, finalists may be invited to oral interviews.

The purpose of oral interviews 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.

For each invited Vendor, the oral interview will be **no more than three (3) hours** in length. A highly structured agenda will be used for oral interviews to ensure standard coverage of each invited Vendor. Information gained from oral interviews will be used to refine scores assigned from the initial review of the Proposals.

5.3.4 Best and Final Offer

The State **will not** be requesting a Best and Final Offer. The State may 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 finalists as appropriate.

5.4 Scoring Detail

The State will select a Vendor based upon the criteria and standards contained in this RFP. The Vendor's Proposal will be allocated a maximum score of (1000) points. The main purpose of this section is to measure how well the proposed services meet the business needs of the Agency. The contribution of scoring team members representing all stakeholders will be critical in this section.

Factors include but are not limited to:

5.4.1 Scoring of Vendor's Development, Implementation, Service, Support & Project Management Experience with Unemployment Insurance Systems

The Vendor's development, implementation, service, support and project management experience with Unemployment Insurance Systems will be allocated a maximum of 250 points. Evaluation will include, but not be limited to:

- Prior Project Descriptions, Development (Appendix D, Topics 5 and 6)
- Prior Project Descriptions, Implementation (Appendix D, Topics 0, 1 and Appendix E, E-1.1.4)
- Prior Project Descriptions, Support (Appendix D, Topic 8)
- Candidates for Project Manager (Appendix D, Topic 20 and Appendix E, E-3)
- Candidates for Key Vendor Staff Roles (Appendix D, Topic 21 and Appendix E, E-4)
- Reference and Background Checks (Appendix D, Topics 1, 5, and 8)
- Optional Project Manager interview

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

Proposal Section IV: Narrative Responses

5.4.2 Scoring of Vendor's Maintenance, Operation & Production Support Approach

The Vendor's proposal for on-going support of the existing benefit payment system development, test and production environments; existing and future deficiency analysis, defect fixing and implementation of enhancements to that system will be allocated a maximum score of 200 points. Evaluation will include, but not be limited to:

- Overall approach (Appendix D, Topic 10)
- Clarity of approach (Appendix D, Topic 10)
- Knowledge Transition (Appendix D, Topic 16)
- Business Analysis Methodology (Appendix D, Topic 11)
- Risk and Issue Management (Appendix D, Topic 12)

- Testing (Appendix D, Topic 15)

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

Proposal Section IV: Narrative Responses

5.4.3 Scoring of Vendor's Quality Assurance and Testing Approach

The vendor's proposal for ensuring the quality of support services, the quality of product delivered to address defects and implement enhancements to the system, and the testing methodology will be allocated a maximum score of 175 points. Evaluation will include, but not be limited to:

- Overall QA & Testing approach (Appendix D, Topics 14 & 15)
- Clarity of QA & Testing approach (Appendix D, Topics 14 & 15)
- Knowledge Transition (Appendix D, Topic 16)
- Lessons Learned (Appendix D, Topic 7 & 9)

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

Proposal Section IV: Narrative Responses

5.4.4 Scoring of Vendor's Corporate and Staff Qualifications

The Vendor's corporate and staff qualifications will be allocated a maximum of 100 points. Evaluation will include, but not be limited to:

- Company Background (Appendix D, Topic 17)
- Business Continuity Assurance (Appendix D, Topic 18)
- Vendor and Subcontractors (Appendix E, E-1.1)
- Candidates for Project Manager (Appendix D, Topic 20 and Appendix E, E-3)
- Candidates for Key Vendor Staff Roles (Appendix D, Topic 21 and Appendix E, E-2, E-4)
- Staff experience and qualifications (Appendix D, Topics 1, 5, 8 & 19)
- References

It must be established that the Vendor Company is capable of supporting the System through the contract term.

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

Proposal Section IV: Narrative Responses

5.4.5 Value Added Services and Innovation

The Vendor's description of value added services and innovations will be allocated a maximum of 25 points. Evaluation will include, but not be limited to:

- Extent of value-added services
- Reasonableness of innovations
- Applicability of value-added services and innovations to NHES

- ■ Value Added and Innovation (Appendix D, Topic 22)

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

Proposal Section IV: Narrative Responses

5.4.6 Maintenance and Support Cost

Should a Proposal fail to achieve at least 600 of the possible 750 points in the preliminary scoring of the Technical Proposal, it will receive no further consideration from the evaluation team and the Proposer's Price Proposal will not be considered.

Vendor's proposed cost for on-going maintenance and support, to include defects, enhancements and support items outstanding or identified during the contract term, business analysis, quality assurance, vendor testing and user acceptance testing support as well as potential future development will be allocated a maximum of 250 points. Cost information provided in the Proposal is expected to provide a sound basis for comparing costs. Evaluation will be based on:
- ■ Software Maintenance and Support Pricing Worksheet (Appendix F, Table F-1)
- ■ Initial Contract Term Vendor Rates Worksheet (Appendix F, Table F-2)
- ■ Future Vendor Rates Worksheet (Appendix F, Table F-3)

THE FOLLOWING FORMULA WILL BE USED TO ASSIGN POINTS FOR COSTS:

Vendor's Cost Score= (Lowest Proposed Cost / Vendor's Proposed Cost) times NUMBER OF maximum points for Solution costs defined in Section 5.1: Scoring Proposals.

For the purpose of this formula, the lowest proposed cost is defined as the lowest cost proposed by a Vendor who fulfills the minimum qualifications.

A total of 150 points will be assigned to the Software Maintenance and Support Cost & Vendor Rates for the initial contract term.

A total of 50 points will be assigned to the Software Maintenance and Support Cost for the extended terms.

A total of 50 points will be assigned to the Vendor Rates for Added Services/Future Development for the extended terms.

APPENDIX A: BACKGROUND INFORMATION

A-1   New Hampshire Employment Security

New Hampshire Employment Security (NHES) is a multi-functional service agency designed to promote the well-being and opportunities of New Hampshire's workers and employers, and to uphold the rights and responsibilities of both. The Agency is made up of three bureaus: the Economic and Labor Market Information Bureau (ELMI), the Unemployment Compensation Bureau, and the Employment Services Bureau. The Unemployment Insurance (UI) Program, administered by the Unemployment Compensation Bureau, is authorized and funded under Titles III and IV of the Social Security Act. It is responsible for collecting State UI taxes and paying benefits to qualified recipients. The UI program is a federal/state partnership and is State administered with federal oversight.

The Mission of New Hampshire Employment Security is to:

- Operate a free public employment service offering job seekers self-directed work search programs, tools and information, and offering employers self-service programs and information about the economy and the labor market.

- Pay unemployment compensation benefits in a timely manner to eligible claimants and collect the tax which funds these payments.

- Develop and disseminate labor market information to assist local and State officials and employers, planners, consultants, educators, legislators, economists, and others, involved in making management decisions and analysis of economic trends for business expansion and economic growth.

New Hampshire Unemployment Insurance System (NHUIS) is the benefit payment system which enables self-service access for claimants, employers and employer representatives. Features and functionality of NHUIS include automated report processing and generation, automated correspondence generation and processing of benefits claims, payments, overpayments, charging, and adjustments. In addition, NHUIS also has workflow, case management and accounting functions.

The features and functionality of NHUIS are available in three primary views – Claimant, Employer and Staff. The Staff view has three modules – Claims, InvestiCase and CollectiCase. There are currently 643 screens in the system and more are currently in development. Of the 643 screens, 67 are in Claimant View, 49 are in Employer View and the remaining 527 in Staff View, of which 29 are InvestiCase and 17 are CollectiCase.

There are currently 290,699 registered claimants; 27,310 registered employers; and 369 registered staff users of the System. While this is the number of active registered users, the majority are not daily, quarterly or even yearly users. For

example, an individual who filed a claim for benefits in 2011 is still an active user, though they have not accessed the system in many years. The account remains active as they may need to file a claim in the future. The staff number of 369 is indicative of the number of staff users on a daily basis including as when staff leave, their account is deactivated.

To assist with understanding the current usage of the system, detailed claims volume history is available upon request.

**A-2   Department of Information Technology and Technology Status**

The Services will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the 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, and wireless, Voice over IP (VOIP) and Virtual Private Network (VPN) technologies. Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by 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.

- The State uses VMWare for Windows server virtualization and virtual hosts are deployed at two separate State campus sites. VMWare provides a highly scalable and high availability environment for the State's many Agencies. If a virtual host fails, VMWare automatically fails over all of the virtual servers on that host to another host. The EMC Networker product is used to manage backups for this environment utilizing Data Domain as the disk to disk repository.

- NHUIS is a Web-based Unemployment Insurance (UI) Benefit system which is self-hosted by State of New Hampshire. No additional software is needed for clients accessing NHUIS. The system operates on an HP-UX Itanium platform and the core application utilizes a number of technology tools. The front end application logic and processing uses HTML, Java and XML. The back end application logic utilizes AcuCOBOL, and the relational database is Oracle. System Reports are available as part of the application via Crystal Enterprises, using Crystal Reports as the development tool and Crystal Enterprise for generation and deployment.

Current Network and Topology Diagram
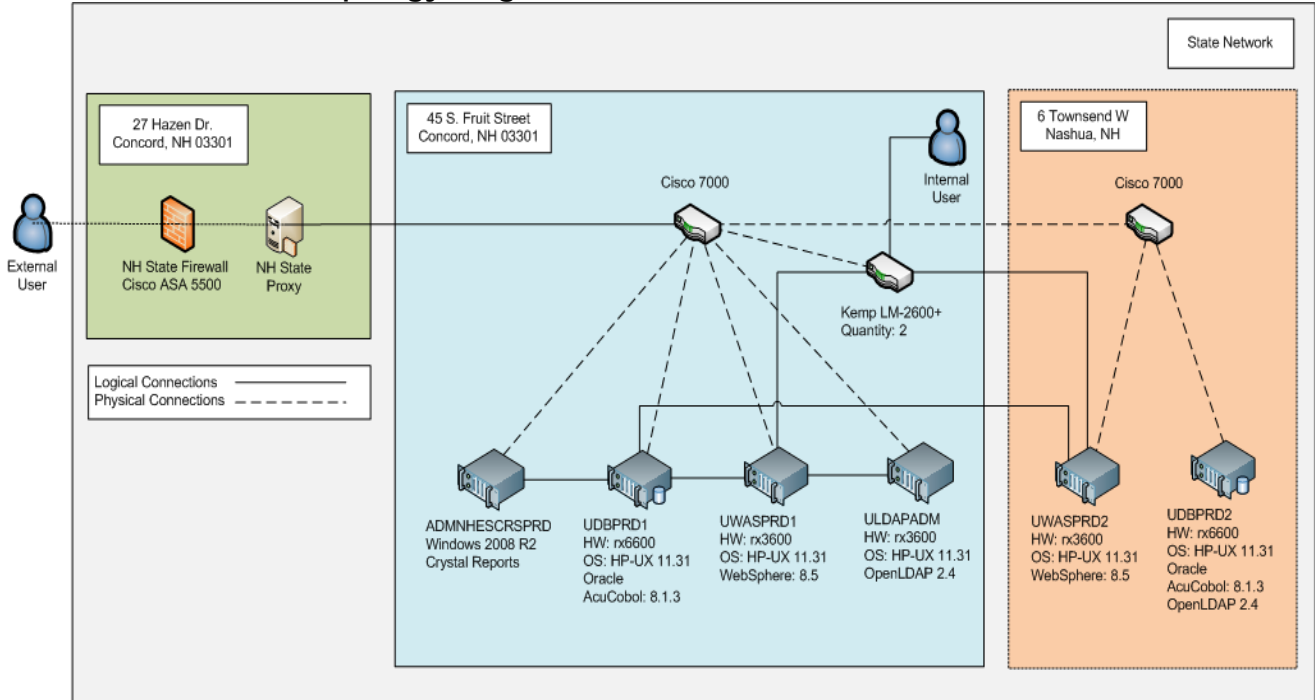
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A-2.2 Future Systems Environment

A new configuration is in process and expected to be in place before by January 1, 2018. The new configuration consists of Red Hat Linux Virtual Machines in a VMware environment hosted on HP Xeon DL 380 G9 servers an EMC VNX 5200 storage array for backing storage. All else will remain the same. An implementation plan for the new configuration is currently being developed and will be provided when completed. See future environments diagram below. Server Names Storage may change from diagram below.

Future Network and Topology Diagram
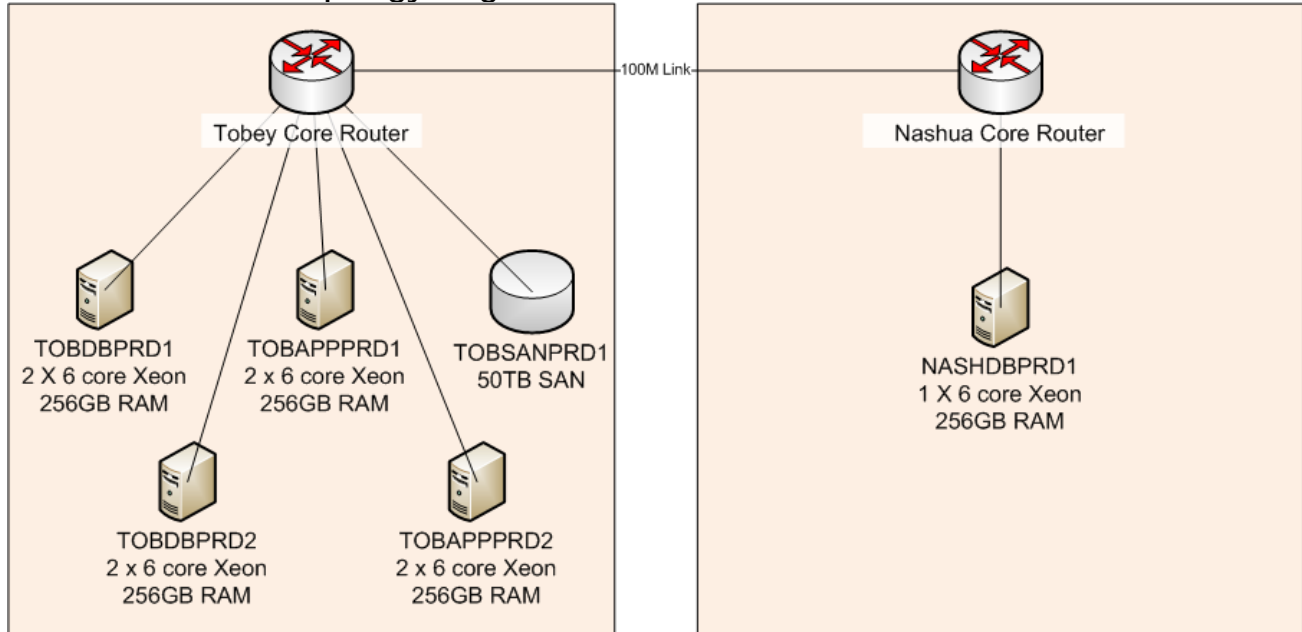

```
TOBDBPRD1 VM / RAM
VDBPRD1 – 64GB
VDEVDB1 – 10GB
VDEVDB2 – 10GB
VDEVDB3 – 10GB
VTRNDB1 – 10GB
VUATDB1 – 10GB
VDBDBA1 – 12GB
VNHESPREPDB1 –
12GB
VNHESPOSTDB1 –
12GB
VOMRDB1 – 12GB
VDEVDBTST1 – 12GB
VDEVDBTST2 – 12GB
```

```
TOBAPPPRD1,2 VM / RAM
VWASPRD1 – 4GB
VDUMGR1 – 4GB
VLDAPPRD1 – 2GB
VNHESWEB1 – 2GB
VTSTWAS1 – 4GB
VTSTWAS2 – 4GB
VTSTWAS3 – 4GB
VTRNWAS1 – 4GB
VUATWAS1 – 4GB
VOMRPRD1 – 4GB
VLDAPTST1 – 2GB
VLDAPTST2 – 2GB
```

```
NASHDBPRD1 VM / RAM
VDBPRD2
VOMRDB2
```

FAILOVER:
TOBDBPRD2 is a warm failover for TOBDBPRD1.

A copy of the production database is kept in Nashua.

In the event that the Tobey datacenter should become permanently unusable, resuming production services would include one of the following:
-Purchase new hardware, host it at Hazen Dr. Rebuild / recover servers from tape.
-Purchase new hardware, host it in Nashua. Work with Fairpoint to create a link between Hazen Dr. and Nashua. Recreate / recover servers from tape.

When the above configuration was designed DoIT, NHES and the current NHUIS vendor participated in the review and also performed usage and volume analyses so the system would be properly sized for all its components and some future usage growth.

A.2.3 Software Development Life Cycle (SLDC)

NHES follows the DoIT recommend SDLC model. Refer to the following DoIT Diagram.
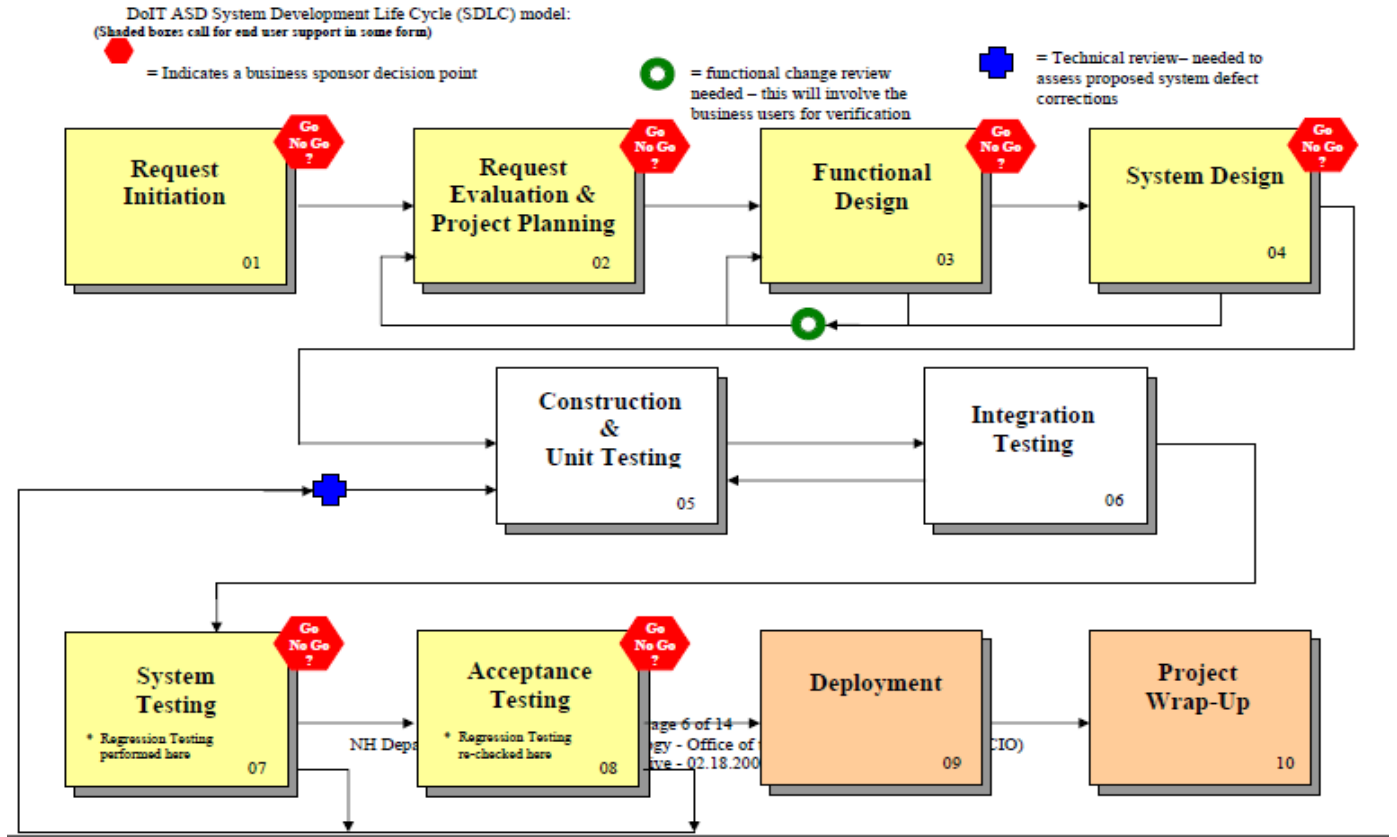
A-3 BACKUP AND RECOVERY

The Backup and recovery of the system is mainly the responsibility of DoIT staff. The vendor would be required to assist with testing and insuring the application is fully functional once a recovery is performed. The statewide Data Backup and Archive Policy is followed, Document number DoIT - 3.4.2015 - v.8 (please see the applicable sections from the document below).

DATA BACKUP AND ARCHIVE POLICY EXCERPTS

Policy: This policy applies to State of New Hampshire data stored on DoIT managed network drives using backup solutions approved by DoIT. All business-related data, files and documents should be created and stored on a network drive. DoIT shall provide backups for all DoIT managed servers to allow restoration in the event of data loss or corruption. All business data stored on a personal computer, laptop or other assigned mobile device, must be copied to a network drive and/or routinely backed up to a network drive. Standard server backup retention periods are as follows:

Frequency	Data/Files Retention	Email Retention
Daily	8 Weeks	30 Days

Frequency	Data/Files Retention	Email Retention
Weekly	8 Weeks	30 Days
Monthly	12 Months	1 year

Any change to the standard backup retention period defined above requires an exception request submitted by the Agency Head or Designee per the IT Standards Exception Policy. All authorized users are responsible for routine electronic and physical file maintenance, deleting or destroying all outdated, unnecessary, or duplicate information from network drives or work areas. Examples include documents, messages, records, programs, spreadsheets, medical records, microfilm, microfiche, e-mail and voice mail, faxes, or any other collection of facts in electronic, optical, paper, or other form.

Security of Backup Media
- when not in transport, backup media shall be stored in a secure onsite area or facility;
- transport of media shall be conducted by an authorized courier with delivery traceable from origin to destination;
- backup media will be labeled and access will be controlled to restrict internal or external distribution;
- security of onsite media in a facility shall be reviewed on a monthly basis;
- a sign-in/sign-out log will be kept at the onsite storage facility;
- inventories, access control lists, storage and transport of backup media shall be documented in annually reviewed logs;
- obsolete backup media shall be rendered unrecoverable via a secure wipe or physical destruction; and
- additional security measures required by law or regulation will be applied as needed.

Security of the backup media storage facility should be checked on a monthly basis. A designated individual should document the findings (in a log) including; card reader in working order, door is properly installed, door is locked, and there is no physical damage to the door/floor/walls/ceiling. In addition a sign-in/sign-out log will be kept at the tape storage facility.

In the event of a major disaster the agency (NHES) and DoIT would follow the agencies' disaster recovery and COOP plan to recover the NHUIS system (hardware and software). This process WILL require the vendor to lend assistance with the Recovery, testing and validation of the data and functionality of the NHUIS application.

A-4   Related Documents Required

Vendors will be required to be a registered company in New Hampshire. The certificates identified below will be requested from the selected Vendor prior to Contract approval. (Vendors are **NOT** required to submit these certificates with their proposal.)

a. Certificate of Good Standing/Authority (Appendix G-2–item A) dated after April of the current year and available from the Secretary of State's office by calling

(603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/Forms.html

b. Certificate of Vote (Appendix G-2-Item B)

c. Proof of Insurance compliant with Appendix H: *State of New Hampshire Terms and Conditions.*

A-5 State Project Team

State high-level staffing for the Project will include:

A-5.1 Project Sponsor

The Project Sponsor, Deputy Commissioner, will be responsible for securing financing and resources, addressing issues brought to his attention by the NHES Project Manager, and assisting the NHES Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

A-5.2 NHES Project Manager

The NHES Project Manager's major duties will include:
- Leading the Project;
- Promoting the Project statewide;
- Developing Project strategy and approach;
- Work with the Project Sponsor, DoIT Project Manager and NHUIS Business Project Manager;
- Engaging and managing all Vendors;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

A-5.3 DoIT Project Manager

The DoIT Project Manager's major duties will include:
- Lead the Technical Aspects of this Project;
- Work hand and hand with the Project Sponsor, NHES Project Manager and NHUIS Business Project Manager;
- Manage all technical activities involved with this project, such as:
  o Network Architecture for the project
  o Data Base Administration
  o System Batch
  o Computer Operations Tasks (i.e. checks, correspondence, etc.)
  o Engage and manage all technical vendors
  o Maintain software and hardware versions and patches
  o Maintain all software licenses.

A-5.4 NHUIS Business Project Manager

The NHUIS Business Project Manager's major duties will include:
- Lead User Acceptance Test;
- Work with NHES Project Manager and DoIT Project Manager;
- Work with all Vendors;

- Manage the NHUIS Harvest process for the Agency;
- Manage significant issues and risks.

APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

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

B-1   Submission requirements

- The Proposal is date and time stamped before the deadline as defined in Section 2: *Schedule of Events*. The Vendor has sent the proper number of copies with the original version of the Proposal marked "ORIGINAL" and the copies marked "COPY" as defined in Section 4.1: *Proposal Submission, Deadline and Location Instructions*
- The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception

B-2   Compliance with System Requirements

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

B-3   Vendor Implementation Experience

The Vendor must have successfully developed and implemented an Unemployment Insurance focused custom software solution for at least one (1) government client comparable in size and complexity to the State of New Hampshire.

B-4   Vendor Support and Maintenance Experience

The Vendor must have successfully supported and maintained an Unemployment Insurance focused software solution implemented by a different vendor for at least one (1) government client comparable in size to the State of New Hampshire in an ongoing manner for no less than two (2) years, including performing day-to-day maintenance; deficiency and defect identification, analysis and clearance; enhancements, quality assurance and testing within the last five (5) years.

B-5   Proposed Project Team

The proposed Project Team must include individuals with substantial experience in:

a. From a Business perspective the Vendor's key staff will need extensive knowledge of Unemployment Insurance, paying benefits, the processing of appeals and business process improvement to be successful key staff on this project.

b. From a Technical perspective it is preferred that the Vendors technical staff have expertise in the following areas:

- o   Front End – Java, J2EE, XML, SQL, HTML, Javascript, RAD, Eclipse;
- o   Back End – AcuCobol, Toad, SQL, PL/SQL, $Universe, HP-UX, RedHat Linux, and Oracle DB;

- o Other – Harvest, VPN, Remote Desktop, Beyond Compare, Tomcat, Metavante CSF Designer and Crystal Reports. Developer, Oracle DB Objects.

For the purpose of evaluating compliance with this requirement, the Vendor team is permitted to include Subcontractors. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas.

APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1   SCOPE OF WORK

In August of 2009, NHES went live with the New Hampshire Unemployment Insurance System (NHUIS), which was developed by Deloitte Consulting, LLP. In July of 2011, SymbioSys Solutions, Inc. became responsible for continued system application maintenance and has since developed and implemented multiple modules and code, both as part of the maintenance and support contract and as part of additional specially funded projects. NHUIS continues to require changes and improvements to be made to the system and SymbioSys and the Department of Information Technology (DoIT) coordinate efforts in this regard. Through the life of this Contract, the System will continue to have enhancements made and defects corrected to improve functionality, usability and business process flow in the regular course of maintenance and support.

Each Proposer is required to provide a transition plan that identifies the critical tasks that need to occur at the inception of the contract to provide a smooth and orderly transition of functions between the outgoing vendor and the new vendor with minimal disruption to the operation. It is anticipated that this transition will take up to six (6) months. It is recognized that there could be disruption to the ongoing business due to an impact on enhancements and fixes during the transition period. The plan should discuss these changes and how they are proposed to be successfully managed. The plan must include the total hours needed for this transition, broken out by incoming vendor staff, outgoing vendor staff, and State staff time. In addition to the initial transition period, the plan must address how the vendor will work cooperatively to transition out at the end of the Contract.

Each proposer must identify a qualified and experienced individual as Vendor Project Manager. This individual will work closely with the State Project Team, including but not limited to the NHES Project Manager, DoIT Project Manager and NHUIS Business Project Manager (See Appendix A-5). The Project Manager will also interact regularly with NHES Subject Matter Experts and occasionally with USDOL (United States Department of Labor), Conduent (vendor that supports a large number of interfaces with NHUIS) and other entities, State, Federal or public, that exchange or need information from the State.

The Project Manager is required to maintain strict control over all aspects of code development, review and testing prior to release to NHES for user testing, and to proactively monitor workload and establish realistic timelines for delivery in concert with the priorities identified by the State. The Project Manager must be alert to risk, provide direct feedback and recommendations for system and business process improvement that will minimize risk and enhance the user experience.

A. Provide Total System Maintenance and Support until December 31, 2019

Once approved by Governor and Executive Council, the Vendor will be responsible for the current NHUIS, providing support and maintenance of the

application maintained in development, test and production environments, until the end of the Contract Term.

NHUIS is an application that is available 24 hours per day, 7 days per week, and 365 days per year to the claimant, employer and staff users. (NOTE: Other than periodic downtime for builds and maintenance.) NHUIS currently encompasses multiple modules (Claimant, Employer, Staff, Investicase and Collecticase) and more than 600 screens. A site map and complete list of screens is available upon request and is considered confidential information.

Support and maintenance includes addressing outstanding defects, current support items awaiting implementation, and previously identified enhancements requested, as well as providing business analysis, defect, enhancement and support item clearance for new items identified during the Contract Term. Support item clearance will include coding, integration and unit testing, quality assurance and user testing support.

The vendor will be expected to provide services not only during normal business hours but as needed to run development and test batches, support production batch, biweekly and on-demand emergency builds, hardware and software upgrades that impact the application, and DoIT server maintenance windows.

- Production batch is run Monday through Friday evenings, generally starting at 5 pm and ending at or near midnight. Production timing and abend statistics can be provided upon request.
- There are currently four (4) instances in the test environment. Test batches are run daily and environments are refreshed with more up-to-date production data on an as-needed basis. Test batch and refresh activities are a joint responsibility between DoIT and the Vendor.
- There are currently two (2) instances of the development environment. The Vendor runs batch and refreshes as needed in these environments.
- The biweekly build schedule includes all tested and passed fixes to defects, enhancements and support items.
- Depending on the upgrade, some automated tools may be used but manual support is needed the majority of the time.
- The optional normal maintenance windows are the last 2nd and 3rd weekends of each month; urgent items are done on an as needed basis.

Situations that impact the claimant's ability to file for benefits or cause the batch to abort must be addressed as critical and generally cannot wait until the next business day.

Vendor staff and/or approved Subcontractors contracted to fulfill the requirements of this contract are required to be near-site of the Employment Security facility at 45 South Fruit Street, Concord, NH 03301. Near-site shall be defined as 50 miles. Any exception to this requirement must be approved by the Agency prior to work being done. Regular and multiple on-site meetings and activities will take place throughout the contract term, including but not limited to

Monthly Progress Meetings, Bi-Weekly Build Meetings and Hardware/Software Status Meetings, Weekly Project Manager Meetings, sessions to discuss requested or recommended changes to the System, and batch issue support as needed.

Users of the System are supported by the State. Claimants are supported in person in the Local Offices and have a 1-800 #, direct phone line and on-line opportunity to request assistance with the application process or report problems. Employers are supported in the same way with a direct phone line. Staff are supported by the NHUIS Business Team, DoIT Helpdesk, and a dedicated email box to request assistance, report potential defects, request support items and/or suggest enhancements.   The NHUIS Business Team and DoIT work together to address issues and communicate needs and expectations to the Vendor.   The Vendor will not be the first line of defense for the users.

B. **Outstanding Defects, Enhancements and Support Items**
This table contains a list of the functional areas of the current NHUIS system that will require Vendor attention:

Table C-1: As of 8/15/2017, there are a total of 211 defects, 106 enhancements and 78 support items documented and outstanding.

FUNCTIONAL AREA	DEFECTS	ENHANCEMENTS	SUPPORT ITEMS
Appeals	2	11	2
Benefit Adjudication Unit (BAU)	1		2
Benefit Payment Control (BPC)	2	9	4
Benefits Rights Interview (BRI)	2		
CollectiCase	6	4	3
Continued Claims (CC)	5		1
Data Validation (DV)	9	1	
Employer Charges (EC)	8	1	1
Employer	5	9	2
Elibility Review Interview (ERI)	1	1	1
Employer Wage Intake (EWI)	8	8	3
Federal		1	
Fiscal	15	4	3
Global	6	7	7
Initial Claims (IC)	3	1	
InvestiCase	7	7	3
Locks			4
Mass Layoff	1	2	
Monetary (Mon)	9		2
NH Account Contribution Tax System (NHACTS)		1	
Non-Monetary (NMO)	10	7	
Miscellaneous	7	10	4
Overpayments (OP)	32	5	35

FUNCTIONAL AREA	DEFECTS	ENHANCEMENTS	SUPPORT ITEMS
Pay Benefits (PB)	2	1	
Profiling		1	
Reemployment Services and Eligibility Assessment (RESEA)		4	
Security	1		
Spidering	3	1	1
Trade Activities Participant Report (TAPR)		1	
Technical	1	1	
Trade	7	3	
Wages and Special Programs(WASP)	52	2	1
Work Search	1	1	
Work Share	3	1	
Workflow	2	1	
Totals	**211**	**106**	**78**

The functional areas of most concern are:

1) Federal Reporting
   Federal reporting requirements are complicated, strict and ever-changing. Accurate Federal reporting for existing programs has been challenging. As new programs are added, changes are required to existing reports and new reports are often added.

2) Wages & Special Programs (WASP)
   The WASP Unit handles all claims that involve other states, Federal or military employment. While the percentage of these claims appears small compared to the overall volume, each one is a challenge and 100% of the WASP Unit's work. The majority of manual processes were automated in NHUIS, including communication through the ICON system (Interstate Connection Network) regarding wages, claims and payments between states, MSDES (Military-State Data Exchange System) regarding military claims, and the FCCC (Federal Claims Control Center) regarding Federal wages and claims; all of which are currently managed by Conduent.

3) Quality Control Programs
   The Quality Control Unit is responsible for validating the supporting data for the reports generated as well as pulling various samples to test for accuracy in eligibility determination and payment. New Hampshire has been unable to consistently pass quality and data validation reviews in part due to reporting errors and sample integrity. Outstanding defects and pending enhancements, once completed, are expected to improve this outcome.

A complete list of defect, enhancement and support item titles can be provided upon request.

C. **Additional Development Work**

In the event of significant changes in State or Federal law, rule or policy; economic conditions; or a decision of the State to pursue supplemental budget monies, additional development work that is outside the scope of maintenance and support may be required. It is expected that the Vendor rates outlined in Tables F-2 and F-3 would be used to develop an estimate of cost for any such increase in scope.

C-2   REQUIREMENTS

Vendors shall complete the requirements checklist (Table C-2 General Requirements Vendor Response Checklist. Table C-2 is included as an attachment to RFP NHES 2018-01.

The spreadsheet below lists requirements broken out as "M" Mandatory or "O" Optional.

Vendors shall complete a checklist based on the following format. If modifications are needed to meet requirements, those modifications must be included in the cost.

Table C-2 System Requirements -Vendor Response Checklist

REQ #	REQUIREMENT/DELIVERABLE	M/O	VENDOR COMMENTS
	GENERAL REQUIREMENTS		
G-1	Vendor shall participate in an initial kick-off meeting	M	
G-2	Vendor shall provide Project Staff as specified in the RFP.	M	
G-3	Vendor shall submit a finalized Work Plan within ten (10) working days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated monthly.	M	
G-4	Vendor shall provide detailed monthly status reports on progress and work product.	M	
G-5	All user, technical, service and support Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation, in electronic format- on-line.	M	
	TECHNICAL QUALIFICATIONS		
T-1	Oracle DB	M	
T-2	AcuCobol	M	
T-3	PL/SQL	M	

REQ #	REQUIREMENT/DELIVERABLE	M/O	VENDOR COMMENTS
T-4	SQL	M	
T-5	UNIX	M	
T-6	TOAD	M	
T-7	$Universe	O	
T-8	Harvest	M	
T-9	J2EE	M	
T-10	Javascript	M	
T-11	HTML	M	
T-12	Crystal Reports	M	
T-13	WebSphere	O	
T-14	Metavante Designer	M	
T-16	VPN and Remote Desktop	O	
T-17	Beyond Compare	O	
T-18	Tomcat	O	
T-19	RedHat Linux	O	
T-20	Eclipse	M	
T-21	HP-UX	O	
	MAINTENANCE AND SUPPORT		
MA-1	System Maintenance & Support, including existing & new support items, deficiency & defect analysis and clearance, enhancements, quality assurance and testing.	M	
MA-2	Future Maintenance & Support Year 3-6	M	

C-3   DELIVERABLES

Vendors shall complete the response checklist Table C-3 Deliverables Vendor Response Checklist.

Table C-3 Deliverables Vendor Response Checklist

DELIVERABLE	DELIVERABLE TYPE	EXPLAIN HOW YOUR SOLUTION MEETS THE REQUIREMENT. CITE THE PAGE OF YOUR PROPOSAL.
NHUIS MAINTENANCE AND SUPPORT		
On-Going Maintenance - Year 1	Software	
On-Going Maintenance –Year 2	Software	
On-Going Maintenance –Year 3	Software	
On-Going Maintenance –Year 4	Software	
On-Going Maintenance –Year 5	Software	
On-Going Maintenance –Year 6	Software	
GENERAL		
Conduct Kickoff Meeting	Non-Software	
Status Meetings	Non-Software	
Work Plan/Overall Project	Written	

DELIVERABLE	DELIVERABLE TYPE	EXPLAIN HOW YOUR SOLUTION MEETS THE REQUIREMENT. CITE THE PAGE OF YOUR PROPOSAL.
Management Plan		
Existing and Future Support Items	Software	
Existing and Future Defect Activity	Software	
Existing and Future Enhancements	Software	
PLANNING AND PROJECT MANAGEMENT		
Conduct Project Kickoff Meeting	Non-Software	
Project Status Reports	Written	
Work Plan	Written	
Security Plan	Written	
Communications and Change Management Plan	Written	
Requirements Traceability Matrix	Written	
Systems Interface Plan and Design/Capability	Written	
Testing Plan	Written	
Deployment Plan	Written	
End User Support Plan	Written	
Business Continuity Plan	Written	
Documentation of Operational Procedures	Written	
TESTING		
Conduct System Integration Testing	Non-Software	
Conduct Unit Testing	Non-Software	
Support Production Tests	Non-Software	
Test In-Bound and Out-Bound Interfaces	Software	
Support System Performance (Load/Stress) Testing	Non-Software	
DEPLOYMENT OF UPDATES		
Deploy updates using build schedule and in coordination with DoIT and NHES	Software	

DELIVERABLE	DELIVERABLE TYPE	EXPLAIN HOW YOUR SOLUTION MEETS THE REQUIREMENT. CITE THE PAGE OF YOUR PROPOSAL.
Provide Documentation	Written	
Execute Security Plan	Non-Software	
OPERATIONS		
Ongoing Support & Maintenance	Software	
Conduct Project Exit Meeting	Non-Software	

C-4   CURRENT INTERFACES

Table C-4: NHUIS System Interfaces

AGENCY NAME	SYSTEM/SUBSYSTEM NAME EX: HEIGHTS, BRIDGES, ETC.	FUNCTION	FREQUENCY (DAILY, WEEKLY, MONTHLY, ANNUALLY, ETC.)
NHES	EMTEX Printing System	Send check print file and correspondence file to EMTEX for address checks and postal ordering	D
NHES	Imaging System	Link in NHUIS to the Imaging system	Adhoc
Citizens Bank	Receives electronic checks that cleared and EFT error file from the bank	Flat file is picked up by this Agency for processing	D
Citizens Bank	Sends electronic check file and EFT issued to the Bank	Flat file is sent to Citizens Web Site daily	D
US Dept of Labor	Benefit Timeliness and Quality (BTQ) skeleton data file (Benefits timeliness and quality, non-monetary workload.)	SUN system – Quality Control (QC) loads file of skeleton data and keys results of reviews. Files built to federal specifications.	Q
US Dept of Labor	UI Required Reports – Benefits claims and payment data, time lapse reports, appeals and other reports.	SUN system – Economic and Labor Market Information (ELMI) keys data into system. Flat file for loads need to be built to federal specifications.	W, M, Q
US Dept of Labor	UI DATA VALIDATION (UIDV) extract files to validate data on UI Required report system. Multiple files.	SUN system – QC loads (flat) extract files and keys results of review. Files built to federal specifications.	M, Q
US Dept of Labor	Benefit Accuracy Measurement (BAM) and Denied Claims Accuracy (DCA)	SUN system – QC loads sample summary data file and sample selection data (flat files) and keys investigation results manually.	W

AGENCY NAME	SYSTEM/SUBSYSTEM NAME EX: HEIGHTS, BRIDGES, ETC.	FUNCTION	FREQUENCY (DAILY, WEEKLY, MONTHLY, ANNUALLY, ETC.)
NHES/JMS	Employment services data and profiling status	Flat file of benefit information sent to Job Match System (JMS)	D
NHES/JMS	Initial/Additional Application data	Send Initial/Additional Application data to setup, Resume, work history etc.	Adhoc
NHES – New Hampshire Accounting Contribution Tax System (NHACTS)	Employer file – related employer information in a flat file from NHACTS to a NHUIS file for use in charging process	Flat file transferred to NHUIS to update employer Information	D
NHES – New Hampshire Accounting Contribution Tax System (NHACTS)	Employer file of charges – in a flat file from NHUIS to NHACTS	Flat file transferred to NHACTS to update employer Information	M
NHES – New Hampshire Accounting Contribution Tax System (NHACTS)	Wages data for use within NHUIS	Database connection with NHACTS	D
NHES – New Hampshire Accounting Contribution Tax System (NHACTS)	State directory used for x Match	Database connection with NHACTS	D
Conduent (ICON)	SIDI (State Information Data Inquiry) is a Web service transaction	Access out-of-state claim information online	Adhoc
Conduent (ICON)	DDBI (Distributive Database Index)	Facilitates exchange of wage information between the States and the Federal government	Q
Conduent (ICON)	Interstate Benefit Inquiry (IBIQ) IBIQ is web service transaction	Access wage information online	Adhoc
Conduent (ICON)	Interstate Connection (ICON) system, uses NHUIS wage and claimant data to respond to information requests from other states. Updates NHUS files with responses from other states. CICS transactions include IB1, IB4, IB5, IB13, FCCC	Files created daily and exchanged nightly with Conduent.	D
Conduent (ICON)	Interstate Connection (ICON) system uses NHUIS SCO claimant data to respond to information	Files created daily and exchanged nightly with Conduent.	D

AGENCY NAME	SYSTEM/SUBSYSTEM NAME EX: HEIGHTS, BRIDGES, ETC.	FUNCTION	FREQUENCY (DAILY, WEEKLY, MONTHLY, ANNUALLY, ETC.)
	requests from other states.		
Conduent (ICON)	Billing information to other states, uses charge extract to develop bill to be sent to other states. Transaction is IB6	File sent to Conduent	Q
Conduent (ICON)	Liable Agent Data Transfer (LADT) report on out-of-state claims, uses NHUIS claimant data to generate an extract file each week	LADT file sent to Conduent weekly	W
Conduent (ICON)	Interstate cross-match – ssn x-match to detect fraud - report is run to check for people filing in more than one state in an illegal manner	Quarterly extract file of claims sent to Conduent	Q
Conduent (ICON)	Health Care Tax Credit (HCTC)	File sent to Conduent to report persons eligible for tax credit during unemployment	D
Conduent (ICON)	MSDEB (Quarterly UCX billing file sent to WASP)	File uploaded by WASP onto ACS website	Q
IRS	1099 - NHUIS read for claimant addresses and taxes withheld	1099 file sent to IRS, extract from NHUIS to update a mainframe file with this information.	A
NHES - TAA	NHUIS Extract for Trade Act Participant Report (TAPR) federal requirement.	Flat file to TAA Unit	Q
NHES - TAA	NHUIS Extract for (PIRL) federal requirement.	Flat file to TAA Unit	Q
NHES - ATAA	NHUIS Extract for (ATAA Activities report) federal requirement.	Flat file to TAA Unit	Q
DHHS – New Heights	FISCAL billing report	FTP file from and To DHHS	W, D, M, Q,
DHHS – Child Support	Weekly x-match UI and Wages	FTP file to DHHS	W
DHHS – New Hire	New Hires data from employer reports is extracted and sent for Child Support Enforcement	FTP	D, W, M, Q
NHES – ELMI	Information on continued and initial claims sent to Program to Measure Insured Unemployed Statistics System (PROMIS)	Flat file to ELMI to upload into PROMIS database - weekly	W, M
NHES – SIDES	Separation Information to	Web service to and from	D

AGENCY NAME	SYSTEM/SUBSYSTEM NAME EX: HEIGHTS, BRIDGES, ETC.	FUNCTION	FREQUENCY (DAILY, WEEKLY, MONTHLY, ANNUALLY, ETC.)
	Employers	SIDES	
NHES – Prison	NHES cross match from Prison	FTP file from Prison	D
National Directory of New Hire	Will receive national new hire information to process for possible UI benefit overpayments	FTP file from DHHS	W
NHES IP Block	IP Block depending on the Rules will either direct the User to Valid NHUIS or another placeholder location	Web service	Adhoc
NHES	EMTEX Printing System	Send check print file and correspondence file to EMTEX for address checks and postal ordering	D
NHES	Imaging System	Link in NHUIS to the Imaging system	Adhoc
Citizens Bank	Receives electronic checks that cleared and EFT error file from the bank	Flat file is picked up by this Agency for processing	D
Citizens Bank	Sends electronic check file and EFT issued to the Bank	Flat file is sent to Citizens Web Site daily	D
US Dept of Labor	Benefit Timeliness and Quality (BTQ) skeleton data file (Benefits timeliness and quality, non-monetary workload.)	SUN system – Quality Control (QC) loads file of skeleton data and keys results of reviews. Files built to federal specifications.	Q
US Dept of Labor	UI Required Reports – Benefits claims and payment data, time lapse reports, appeals and other reports.	SUN system – Economic and Labor Market Information (ELMI) keys data into system. Flat file for loads need to be built to federal specifications.	W, M, Q
US Dept of Labor	UI DATA VALIDATION (UIDV) extract files to validate data on UI Required report system. Multiple files.	SUN system – QC loads (flat) extract files and keys results of review. Files built to federal specifications.	M, Q
US Dept of Labor	Benefit Accuracy Measurement (BAM) and Denied Claims Accuracy (DCA)	SUN system – QC loads sample summary data file and sample selection data (flat files) and keys investigation results manually.	W

APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the 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
Topic 0 – Product Literature (if applicable)	3
D-1 Implementation Experience	
Topic 1 - Project Descriptions	6
Topic 2 - Overall Approach	5
Topic 3 - Lessons Learned	4
Topic 4 - Adherence to Timelines & Budget Schedules	3
D-2 Development Experience	
Topic 5 - Project Descriptions	6
Topic 6 - Development Methodology	6
Topic 7 - Lessons Learned	4
D-3 Maintenance & Support Experience	
Topic 8 - Project Descriptions	6
Topic 9 - Lessons Learned	4
D-4 Maintenance & Support Approach	
Topic 10 - Overall Approach	6
Topic 11 - Business Analysis Methodology	3
Topic 12 - Risk & Issue Management	3
Topic 13 - Status Meetings & Reports	3
D-5 Quality Assurance & Testing Approach	
Topic 14 - Quality Assurance	6
Topic 15 - Testing	6
Topic 16 - Knowledge Transition	6
D-6 Company & Staff Qualifications	
Topic 17 - Company Background	4
Topic 18 - Business Continuity Assurance	3
Topic 19 - Staff Selection Criteria	3
Topic 20 - Candidate for Project Manager	4
Topic 21 - Candidates for Key Vendor Staff Roles (* 2 pages per candidate)	2*
Topic 22 - Value Added Services & Innovation	2

Topic 0 – Product Literature (if applicable)

Response Page Limit: 3

To allow vendor to provide product literature if they have developed and are currently marketing a UI benefit payment system solution.

The response may include a description of the following:
- Product literature describing the solution
- Testimonies of agencies where the solution has been deployed
- Reference contact information

D-1   IMPLEMENTATION EXPERIENCE

Topic 1 – Project Descriptions

Response Page Limit: 6

Provide a detailed description of the UI project(s) engaged in that demonstrate successful development and implementation of a modernized solution specific to State law, rule and business processes.

The response must include a description of the following:
- An overview of the project(s) covering type of client, objective, project scope, role of firm and outcome;
- The software platform the system(s) operate on and any licensed software required for the system(s);
- Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
- Names and contact information (name, title, address, email and current telephone number) for one or two references from each client;
- Name and project roles of individuals on the proposed team for New Hampshire that participated in the project described.

Topic 2 – Overall Approach

Response Page Limit: 5

Provide a detailed description of the implementation approach and methodologies used by your company for large scale projects.

The response must include a description of the following:
- Strategy for process modeling
- Implementation methods and framework
- Issue escalation and resolution
- Ensuring success

Topic 3 – Lessons Learned

Response Page Limit: 4

Provide a detailed description of the lessons learned from the previously defined implementation projects.

The response must include a description of the following:

- What challenges were encountered and how were they addressed?
- What lessons were learned that impacted future projects?

Topic 4 – Adherence to Timelines & Budget Schedules

Response Page Limit: 3

Provide a detailed outline of the timelines and budget for the previously defined implementation projects and an explanation of any delays or cost overruns.

The response must include a description of the following:
- Original timeline and budget for project(s)
- Final timeline and budget
- Detailed explanation for changes from original timeline

Detailed explanation for cost in excess of original budget

D-2 DEVELOPMENT EXPERIENCE

Topic 5 – Project Descriptions

Response Page Limit: 6

Provide a detailed description of the UI project(s) engaged in within the last 5 years that demonstrate development of new code and module(s) that compliment and integrate seamlessly with existing functionality as well as the ability to evaluate and rework existing code to address defects, inefficiencies and improvements.

The response must include a description of the following:
- An overview of the project(s) covering type of client, objective, project scope, role of firm and outcome;
- Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
- Names and contact information (name, title, address, email and current telephone number) for one or two references from each client;
- Name and project roles of individuals on the proposed team for New Hampshire that participated in the project described.

Topic 6 – Development Methodology

Response Page Limit: 6

Provide a detailed description of the framework used to structure, plan and control the development process and ensure a quality product is delivered that meets the needs of the client.

The response must include a description of the following:
- Describe the development methodologies used in the previously defined project(s) and why they were chosen.
- Describe the development methodologies you envision using in New Hampshire.
- Scope control management.

Topic 7 – Lessons Learned
Response Page Limit: 4
Provide a detailed description of the lessons learned from the previously defined development projects.

The response must include a description of the following:
- What challenges were encountered and how were they addressed?
- What lessons were learned that impacted future projects?

D-3   MAINTENANCE AND SUPPORT EXPERIENCE

Topic 8 – Project Descriptions
Response Page Limit: 6
Provide a detailed description of the UI project(s) engaged in that demonstrates successful maintenance and support of an existing system.

The response must include a description of the following:
- An overview of the project(s) covering type of client, objective, project scope, role of firm and outcome;
- Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
- Names and contact information (name, title, address, email and current telephone number) for one or two references from each client;
- Name and project roles of individuals on the proposed team for New Hampshire that participated in the project described.

Topic 9 – Lessons Learned
Response Page Limit: 4
Provide a detailed description of the lessons learned from the previously defined maintenance and support engagements.

The response must include a description of the following:
- What challenges were encountered and how were they addressed?
- What lessons were learned that impacted future projects?

D-4   MAINTENANCE AND SUPPORT APPROACH

Topic 10 – Overall Approach
Response Page limit: 6
Provide a detailed description of approach and strategies that will be used to provide on-going and robust maintenance and support for the existing New Hampshire Unemployment Insurance System (NHUIS).

The response must include a description of the following:
- Knowledge transfer expectations
- Defect, enhancement & support request prioritization and clearance management
- Issue escalation and resolution

- Ensuring success

Topic 11 – Business Analysis Methodology

Response Page Limit: 3

Provide a detailed description of how business analysis will be utilized to ensure efficient and effective processing and clearance of defects, enhancement and support requests.

The response must include a description of the following:
- Understanding UI-specific business needs
- Analyzing and categorizing requests
- Translating business needs into technical solutions
- Explaining technical options to non-technical decision makers

Topic 12 – Risk & Issue Management

Response Page Limit: 3

Provide a detailed description of the proposed approach to timely identification and effective action on issues and risks.

The response must include a description of the following:
- Approach to proactively identifying risks and proposing steps to mitigate them.
- Approach to managing risks and issues.
- Methodology employed to ensure State staff are involved in the process.

Topic 13 – Status Meetings & Reports

Response Page Limit: 3

Provide a detailed description of the proposed approach to effective communication and measureable reporting.

The response must include a description of the following:
- Frequency and content of stakeholder status meetings.
- Recommended report format samples.
- Communication plan.

D-5 QUALITY ASSURANCE & TESTING APPROACH

Topic 14 – Quality Assurance

Response Page limit: 6

Provide a detailed description of how quality assurance principles and techniques will be utilized as part of the maintenance and support process.

The response must include a description of the following:
- Approach to ensuring quality in the software engineering process
- Internal review process
- Version control

Topic 15 – Testing

Response Page limit: 6

Provide a detailed description of testing methodologies and strategies that will be employed.

The response must include a description of the following:
- Vendor testing methodologies and outcome expectations
- Quality control at vendor level
- Documentation of testing results
- Preparation and support provided for UAT

Topic 16 – Knowledge Transition

Response Page limit: 6

Provide a detailed description of new vendor expectations for transition from current vendor as well as end of new contract transition.

The response must include a description of the following:
- Knowledge acquisition plan
- Smooth transition assurances

D-6   COMPANY & STAFF QUALIFICATIONS

Topic 17 – Company Background

Response Page limit: 4

Provide a detailed description of the company background. Sales literature may be provided.

The response must include a description of the following:
- History of company
- Organization and staff size
- Public sector experience and commitment

Topic 18 – Business Continuity Assurance

Response Page limit: 2

Provide a detailed description of the company's ability and commitment to continuity.

The response must include a description of the following:
- Business Continuity Plan
- Assumptions used to develop the plan
- Litigation that could impact continuity
- How the plan mitigates risk specifically to the State

Topic 19 – Staff Selection Criteria

Response Page limit: 2

Provide a detailed description of the process by which the company selects staff for employment and assigns them to the proposed work.

The response must include a description of the following:

- Mandatory qualifications and skills
- Optional qualifications and skills
- Industry certifications
- Vetting process

Topic 20 – Candidate for Project Manager

Response Page limit: 4

Provide a detailed description of the process by which the company selected a Project Manager for this proposal and the qualifications of that PM.

The response must include a description of the following:

- Process by which this individual was selected
- Qualifications of this individual that make him/her the best candidate
- Specifics regarding experience relative to UI
- Specifics regarding experience with similar project
- See Appendix E-3

Topic 21 – Candidate for Key Vendor Staff Roles (*2 pages per candidate)

Response Page limit: 2*

Provide a detailed description of the process by which the company selected Key Vendor Staff for this proposal and the qualifications of said staff.

The response must include a description of the following:

- Process by which the individuals were selected
- Qualifications of each individual that make him/her the best candidate
- Specifics regarding experience relative to UI
- Specifics regarding experience with similar project
- See Appendix E-4

Topic 21 – Value Added Services & Innovation

Response Page limit: 2

The section provides an opportunity to explain any additional value added services or technology innovation that could be provided to assist the State to remain current in best business practices, technologies and solutions.

The response may include but not be limited to a description of the how the value added services and/or technology solutions will:

- Enhance system performance
- Improve user experience
- Increase system security

APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting Software Maintenance and Support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

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

This appendix identifies specific information that must be submitted.

E-1   Required Information on Corporate Qualifications

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

E-1.1   Vendor and Subcontractors

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

E-1.1.1   Corporate Overview (2 page limit)

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

E-1.1.2   Financial Strength

Provide at least one of the following:
1   The current Dunn & Bradstreet report on the firm; or
2   The firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement; or
3   The firm's most recent income tax return.

E-1.1.3   Litigation

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

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

Provide descriptions of no more than three (3) similar projects completed. Each project description should include:

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

E-1.1.5 Subcontractor Information

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

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

E-2   Team Organization and Designation of Key Vendor Staff

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

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of Key Vendor Staff includes subject matter experts in the Unemployment Insurance area.

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

E-3   Candidates for Project Manager

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

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

- The candidate's educational background;

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

E-4   Candidates for Key Vendor Staff Roles

Provide a resume not to exceed two (2) pages for each Key Vendor Staff position on the Project Team. Each resume should address the following:

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

APPENDIX F: PRICING WORKSHEETS

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

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

The Vendor must provide a Firm Fixed Price for maintenance and support on an annual basis. The Firm Fixed Price must include the cost of all maintenance and support activities, tasks and deliverables identified in this RFP, including but not limited to the items identified below. Although the initial contract term will provide for maintenance and support for two years, pricing for all of six (6) possible years will be considered in evaluating the Proposals. The following format must be used to provide this information.

Any costs related to travel should be included in the Firm Fixed Price. Maintenance and Support payments will be pro-rated and paid on a monthly basis.

Table F-1: Software Maintenance and Support (Activities/Deliverables/Milestones) Pricing Worksheet

DELIVERABLE	DELIVERABLE TYPE	FIRM FIXED PRICE
NHUIS MAINTENANCE AND SUPPORT		
On-Going Maintenance-Year 1	Software	
On-Going Maintenance-Year 2	Software	
On-Going Maintenance-Year 3	Software	
On-Going Maintenance-Year 4	Software	
On-Going Maintenance-Year 5	Software	
On-Going Maintenance-Year 6	Software	
GENERAL		
Conduct Kickoff Meeting	Non-Software	
Status Meetings	Non-Software	
Work Plan/Overall Project Management Plan	Written	
Existing and Future Support Items	Software	
Existing and Future Defect Activity	Software	
Existing and Future Enhancements	Software	
PLANNING AND PROJECT MANAGEMENT		

DELIVERABLE	DELIVERABLE TYPE	FIRM FIXED PRICE
Conduct Project Kickoff Meeting	Non-Software	
Project Status Reports	Written	
Work Plan	Written	
Security Plan	Written	
Communications and Change Management Plan	Written	
Requirements Traceability Matrix	Written	
Systems Interface Plan and Design/Capability	Written	
Testing Plan	Written	
Deployment Plan	Written	
End User Support Plan	Written	
Business Continuity Plan	Written	
Documentation of Operational Procedures	Written	
TESTING		
Conduct System Integration Testing	Non-Software	
Conduct Unit Testing	Non-Software	
Support Production Tests	Non-Software	
Test In-Bound and Out-Bound Interfaces	Software	
Support System Performance (Load/Stress) Testing	Non-Software	
DEPLOYMENT OF UPDATES		
Deploy updates using build schedule and in coordination with DoIT and NHES	Software	
Provide Documentation	Written	
Execute Security Plan	Non-Software	
OPERATIONS		
Ongoing Support & Maintenance	Software	
Conduct Project Exit Meeting	Non-Software	

F-2   **Proposed Initial Contract Term Vendor Rates Worksheet**

Use the Proposed Vendor Staff Rates Worksheet to indicate the applicable hourly rates of individuals that will be assigned to the Project.

Table F-2: Proposed Vendor Rates Worksheet
(ADD ROWS AS NECESSARY FOR PROJECT)

Position Title	Hourly Rate
Project Manager	
Position #1	
Position #2	
Position #3	

F-3   **Future Vendor Rates Worksheet**

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "CY" refers to a Calendar Year. The Calendar Year runs from January 1 through December 31 of each year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table F-3: Future Vendor Rates Worksheet
(ADD ROWS AS NECESSARY FOR PROJECT)

Position Title	CY 2020	CY 2021	CY 2022	CY 2023
Project Manager				
Position #1				
Position #2				
Position #3				

APPENDIX G: SECURITY, TESTING REQUIREMENTS AND CERTIFICATES

APPENDIX G-1 SECURITY

Application Security

IT Security involves all functions pertaining to the securing of State Data and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

Internal and External System Access

Users and staff members logging into the New Hampshire Unemployment Insurance System (NHUIS) must go through an authentication process via a secured Lightweight Directory Access Protocol (LDAP) server. No access is permitted to any systems without the user account and login receiving proper confirmation from LDAP. Any remote access by staff would require the user to not only have to go through the LDAP authentication listed above but we would also require they use our secure Virtual Private Network (VPN).

Additionally, NHES and State of New Hampshire Department of Information Technology (DoIT) policies require a complex user name and password. This policy is outlined in the User Account and Password Policy # NHS-08.27.2009-V6 which requires a minimum of a 10 Character password that must contain upper case, lower case, numbers and special characters. This password will have a forced change every 90 days. The system remembers the last 5 passwords, which cannot be used again as a new password. Users have 3 attempts to login. After 3 failures the account is locked.

For the future, DoIT is looking into changing the LDAP Security process with a new method. We are currently investigating using Oracle Security and tables.

This shall include but is not limited to:
- Develop software applications based on industry best practices and incorporating information security throughout the software development life cycle.
- Perform a Code review prior to release of the application to the State to move it into production. The code review may be done in a manner mutually agreeable to the Vendor and the State. Copies of the final, remediated results shall be provided to the State for review and audit purposes.
- Follow change control process and procedures relative to release of code.
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.

- Make available to the State for review and audit purposes all software development processes and require training for application developers on secure coding techniques.

PCI DSS Payment Application Data Security Standard (PA DSS)

NHUIS currently does not utilize payment card functionality, but may in the future. At such time as payment card functionality is added in NHUIS, the Vendor will be considered a "service provider" under Requirement 12.8 of the PCI DSS and must agree to following provisions.

1. PCI DSS Payment Application Data Security Standard (PA DSS) - As the Vendor's product is part of the processing, transmission, and/or storage of cardholder data it is hereby agreed that:
    a. Vendor agrees to participate in the Payment Card Security Standards Council (PCI) Payment Application Data Security Standards program (PA DSS)
    b. Vendor agrees to provide evidence of compliance with PA DSS prior to Contract approval.
    c. Vendor will immediately notify the NHES if it learns its application is no longer PA DSS compliant and will immediately provide the NHES of the steps being taken to remediate the non-compliance status. In no event should Vendor's notification to the NHES be later than seven (7) calendar days after Vendor learns it is no longer PA DSS complaint.

2. PCI DSS Requirement 12.8, Service Provider – If the Vendor provides services on the production environment used in the processing, transmission and/or storage of cardholder data, it is hereby agreed that:
    a. Vendor agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data.
    b. Vendor attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
    c. Vendor agrees to supply the current status of Vendor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to Agency. Vendor must supply to Agency an attestation of compliance at least annually.
    d. Vendor will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event shall Vendor's notification to Agency be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.
    e. Vendor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Vendor to be and to remain PCI DSS compliant.

APPENDIX G-2 TESTING REQUIREMENTS

All testing and acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data, and System preparation for testing, and execution of unit testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security review and testing, and support of the State during user Acceptance Testing (UAT).

The following testing requirements are meant to encompass both defect fixing and various levels of enhancements, both simple and complex. While some of the language may apply more to complex implementations, the basic tenets of planned, complete and successful testing to ensure code and system integrity remain.

G-2.1 Test Planning and Preparation

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

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

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

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

The State will commence its testing after receiving Certification from the Vendor that the State's personnel have been trained and the changes are configured, deployed, and ready for State testing. The testing will be conducted by the State in an environment independent from the Vendor's development environment. The Vendor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

G-2.2   Testing

Testing begins upon completion of the defect enhancement or support item as required and user training according to the Work Plan. Testing ends upon UAT Acceptance by the State.

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

Unit Testing	Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.
System Integration Testing	a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment. b.) Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces' being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents. c.) The Vendor will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The Vendor will also use System Integration Testing to validate modifications and fixes.
Installation Testing	Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.
User Acceptance Testing (UAT)	The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes. a.) The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff. b.) The State will be assisted with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities c.) UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Performance Tuning and Stress Testing	Vendor shall assist the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project **Performance Tuning and Stress Testing** <ins>Scope</ins> The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved. The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made. Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts, which accurately reflect business load and coordinating reporting of results. <ins>Test types</ins> Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests **<ins>Baseline Tests:</ins>** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will

force a decision to be made whether baseline results need to be recreated.

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

Tuning

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

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

Scheduling Performance and Stress Testing

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

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

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

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison

	to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Post test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact. If defects are identified in the application during testing, they will be recorded. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application). When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input. During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.
Regression Testing	As a result of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements. a.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives: 1. Validate that the change/update has been properly incorporated into the program; and 2. Validate that there has been no unintended change to the other portions of the program. b.) The Vendor will be expected to assist with:

	1. Creating a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
	2. Creating a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
	3. Manage the entire cyclic process.
	The Vendor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Vendor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.
	In their Proposals Vendors must acknowledge their responsibilities for regression testing as described in this section.
Security Review and Testing	IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.
	All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture	Supports the identification and monitoring

	and Analysis	of activities within an application or system
	Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

In their proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include State Penetration Tests (pen test) and shall include code analysis and review.

APPENDIX G-3: CERTIFICATES

A. Certificate of Good Standing

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

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

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

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

B. Certificate of Authority/Vote

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

The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the agreement. The date the

Board officer signs must be on or after the date the amendment is signed. The date the notary signs must match the date the Board officer signs.

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

CERTIFICATE OF AUTHORITY/VOTE CHECKLIST

SOURCE OF AUTHORITY

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

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

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

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

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

APPROPRIATE PERSON SIGNED THE CERTIFICATE

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

APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

AGREEMENT

The State of New Hampshire and the Vendor 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 Date:	1.15 Name and Title of State Agency
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 (if applicable) By: On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any prices incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H.

RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with 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 al 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 $1,000,000per 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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H-25. GENERAL CONTRACT REQUIREMENTS

H-25.1 State of NH Terms and Conditions and Contract Requirements

The Contract terms set forth in Appendix H: State of New Hampshire Terms and Conditions shall constitute the core for any Contract resulting from this RFP.

H-25.2 Vendor Responsibilities

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

The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in Appendix H: State of New Hampshire Terms and Conditions. The Vendor must submit with its Proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor 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.

H-25.3 Project Budget/Price Limitation

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

H-25.4 State Contracts

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

H-25.5 Vendor Staff

In the Proposal the Vendor shall assign and identify a Project Manager and Key Vendor Staff, in accordance with the Requirements and Deliverables of Appendix C: System Requirements and Deliverables and Appendix E: Standards for Describing Vendor Qualifications.

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within

two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

The Vendor shall not change Key Vendor Staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

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

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

H-25.6 Work Plan

Vendor shall submit a preliminary Support and Maintenance Work Plan in its Proposal. The Work Plan shall include without limitation, a detailed description of how they would provide 24 hours per day, 7 days per week, and 365 days per year (24x7x365) support for NHUIS, including its multiple modules (Claimant, Employer, Staff, InvestiCase and CollectiCase) and more than 600 screens.

Support and maintenance includes addressing outstanding defects, current support items awaiting implementation, and previously identified enhancements requested, as well as providing business analysis, defect, enhancement and support item clearance for new items identified during the Contract Term. The Work Plan to include coding, integration, unit testing, quality assurance, and user testing support.

Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract.

In the event of a delay in Support and Maintenance, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inaction of the Vendor or State causing the problem; its estimated duration period to reconciliation; and specific actions that need to be taken to correct the problem.

In the event the Vendor corrective action fails to fulfill its obligation under the Contract, the State shall have the option to terminate the Contract for default, at is discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

H-25.7 Change Orders

This RFP and any resulting contract require a firmed fixed price for maintenance and support as outlined in APPENDICES C and F.

Any significant increase in scope of work during the term of the initial contract or any extensions thereof resulting from a change in State or Federal law, rule or policy; economic conditions; or due to a decision of the State to pursue supplemental budget monies from USDOL, will be addressed via a contract amendment. Such contract amendment will be developed using the Change Order process described below.

The Change Order process as described in this section is not applicable to performance of the firm fixed price maintenance and support contract work anticipated to be completed in connection with a contract resulting from this RFP. All maintenance and support work requests, whether defect, support item or enhancement, will be tracked via the Harvest software change management tool.

As noted above, in the event of an addition of scope, such as a large scale enhancement involving new areas of functionality requiring new software module or modules, NHES will initiate the change(s) by written Change Order. Within five (5) business days of a Vendor's receipt of a Change Order, the Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan and provide a proposal for such work using the unit prices set forth in its Proposal at Appendix F for the applicable time period.

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

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

H-25.8 Deliverables

The Vendor shall provide the State with the Deliverables and Services in accordance with the Support and Maintenance detail in the Work Plan. All Deliverables shall be

subject to the State's Acceptance as set forth in Section H-25.9; Testing and Acceptance herein. Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverables.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the Vendor Support and Maintenance, in whole or in part, beginning with Business Analysis, Defect fixing, Enhancement creation, through completion of all Acceptance Testing, including but not limited to, Software/Solution Acceptance Testing, and any extensions thereof.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding agreed time required to correct the Deficiency, retest or Review.

H-25.8.1 Written Deliverables Review

The State is standardized on a Software Life Cycle Management System named "Harvest". Most Defect, Enhancement, and Support and Maintenance deliverables are managed via this application.

Support and maintenance includes addressing outstanding defects, current support items awaiting implementation, and previously identified enhancements requested, as well as providing business analysis, defect, enhancement and support item clearance for new items identified during the Contract Term. These Harvest item deliverables may include coding, integration and unit testing, quality assurance and user testing support.

Review of the status of these Deliverables is completed on a daily basis. A weekly meeting would be held for prioritization of Harvest item workload/progress of the Vendor and State staff, with the sole decision of priority residing with the State.

H-25.8.2 Software Deliverables Review

Described in Section H-25.9: Testing and Acceptance.

H-25.8.3 Non-Software Deliverables Review

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

H-25.9 Testing and Acceptance

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

In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

See Appendix G-1 for Testing Requirements

H-25.9.1 Remedies

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Appendix H Section 8 and H-25.14, and the State Shall have the right, at its option, to pursue the remedies in Section Appendix H-25.14.

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

H-25.9.2 System Acceptance

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

H-25.10 Warranty

For the purpose of clarity and to address the expected Warranty Services process, should a contract amendment result in a large-scale enhancement request or implementation project involving new functionality requiring a new module or modules, the State's expectations are outlined below.

H-25.10.1 Warranty Period

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

further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

H-25.10.2 Warranties

H-25.10.2.1 System

The Vendor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.

H-25.10.2.2 Software

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

H-25.10.2.3 Non-Infringement

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

H-25.10.2.4 Viruses; Destructive Programming

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

H-25.10.2.5 Compatibility

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

H-25.10.2.6 Professional Services

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

H-25.10.3 Warranty Services

This RFP and any resulting contract requires a firmed fixed price to provide maintenance and support as outlined in APPENDICES C and F.

Warranty periods as described in Section H-25.10.1 are not applicable to the firm fixed price maintenance and support contract work.   However, it is required that the Vendor will stand behind maintenance and support required

by this Contract and correct any identified deficiencies in a timely fashion. All work requests, whether defect, support item or enhancement, will be tracked via the Harvest software change management tool.

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

Warranty Services shall include, without limitation, the following:

a. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;

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

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

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

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

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

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

h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no

later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State and 2) to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

H-25.11 Ongoing Software Maintenance and Support Levels

The Vendor shall maintain and support the system in all material respects as described in the applicable program documentation after delivery and through the completion of the contract term.

H-25.11.1 Maintenance Releases

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

H-25.11.2 Vendor Responsibility

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

The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State;

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

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

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the

right, at its option, to pursue the remedies in H-25.14, as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in Appendix H Section H-25.14.

H-25.12 Administrative Specifications

H-25.12.1 Travel Expenses

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

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

H-25.12.2 Shipping and Delivery Fee Exemption

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

H-25.12.3 Project Equipment

The State agency will work with the Vendor to determine the requirements for providing desktop computers for the Vendor's staff. The desktop provided will include but not limited to the following software: $Universe, Crystal Reports Developer, RAD, Eclipse, Harvest, Oracle Client Software, Beyond Compare, Toad, AcuCobol. If a Vendor has specific requirements, they must be included in the Vendor's Proposal.

The desktop provided will be located at the State and accessed by the vendor via secure VPN. The vendor is responsible for supplying desktops at their location.

H-25.12.4 Work Hours

The vendor will be expected to provide services not only during normal business hours but as needed to run development and test batches, support production batch, biweekly and on-demand emergency builds, hardware and software upgrades that impact the application, and DoIT server maintenance windows.

H-25.12.5 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon

the State, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

H-25.12.6 State-Owned Documents and Data

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

H-25.12.7 Intellectual Property

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with State.

The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and their associated Documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

H-25.12.8 IT Required Work Procedures

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

H-25.12.9 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation,

information, reports, or data of any kind (hereinafter "Information"), Vendor understands and agrees to the following rules:

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure. Vendor staff will be required to sign and adhere to the State's Computer Use Policy and confidentiality policies.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Vendor access or attempt to access any information without having the express authority to do so.

c. That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Vendor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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

H-25.12.10 Email Use
Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Vendors understand and agree that use of email shall follow State standard policy. Vendor staff located in or working periodically in an Employment Security facility will be required to sign and follow the State's e-mail policy.

H-25-12.11 Internet/Intranet Use
The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

H-25.12.12 Regulatory/Governmental Approvals

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

H-25.12.13 Force Majeure

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

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

H-25.12.14 Confidential Information

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

The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information of the State that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form.

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

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

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

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

This Contract Agreement, Appendix H Section H-25.12.14: Confidential Information shall survive the termination or conclusion of a Contract.

H-25.12.14 Data Breach

In the event of a data breach, the vendor shall comply with provisions of NHRSA 359C:20 and NHRSA 282-A:121. In addition, copies of NHES directives 2100-12 and 2100-15 related to release of confidential information shall be made available upon request. Please note that mandatory reporting requirements apply to data breaches involving confidential data maintained by NHES.

H-25.13 Pricing

H-25.13.1 Activities/Deliverables/Milestones Dates and Pricing

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required

based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: Pricing Worksheets.

H-25.13.2 Software Maintenance, Enhancements, and Support Pricing

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

For Custom Software maintenance, and support costs, complete a worksheet including all costs in the table. A worksheet is provided in Appendix F: Pricing Worksheets, under Appendix F-5: Software Maintenance, and Support Pricing, as Table F-5: Software Maintenance, and Support Pricing Worksheet.

H-25.13.3 Invoicing

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

H-25.13.4 Overpayments to the Vendor

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

H-25.13.5 Credits

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

H-25.13.6 Records Retention and Access Requirements

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

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor

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

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

H-25.13.7 Accounting Requirements

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

H-25.14 Termination

This section H-25.14 shall survive termination or Contract conclusion.

H-25.14.1 Termination for Default

Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Event of Default")
a. Failure to perform the Services satisfactorily or on schedule;
b. Failure to submit any report required; and/or
c. to perform any other covenant, term or condition of the Contract

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

a) Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days

from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

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

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

d) Treat the Contract as breeched and pursue any of its remedies at law or in equity, or both.

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

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

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

H-25.14.2 Termination for Convenience

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

During the thirty (30) day period, the Vendor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing

unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

H-25.14.3 Termination for Conflict of Interest

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Vendor did not know, or reasonably did not know, of the conflict of interest.

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

H-25.14.4 Termination Procedure

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

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

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

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

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

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

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

H-25.15 Limitation of Liability

H-25.15.1 State

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

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

H-25.15.2 The Vendor

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in the Appendix H Contract Agreement - Sections 13: Indemnification and confidentiality obligations in Appendix H 25.12.14: Confidential Information, and data breach obligations in Appendix H-25.12.15 Data Breach which shall be unlimited.

H-25.15.3 State's Immunity

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

H.25.15.4 Survival

This Contract Agreement, Section H-25.15: Limitation of Liability shall survive termination or Contract conclusion.

H-25.16 Change of Ownership

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor, its successors or assigns for such period of time as

determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assigns.

H-25.17 Assignment, Delegation and Subcontracts

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

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

H-25.18 Dispute Resolution

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

H-25.19 Venue and Jurisdiction

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

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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, approved and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Alert	Question on completeness of application or other circumstance that does not stop payment.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
BA	Business Analyst
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
BRI	Benefits Rights Interview
CCF	Continued Claim Form
CCP	Change Control Procedures
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 process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
CM	Configuration Management
Collecticase	Case management system module within NHUIS for Collections

	Unit to manage collection activities and generate correspondence to debtors owing monies due to overpaid benefits or underpaid tax obligations.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract.
Contract	An approved Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract.
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.
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.
Conversion Test	A test to ensure that a data conversion process correctly takes data from a legacy system and successfully converts it to form that can be used by the new system.
COTS	Commercial off the Shelf
CR	Change Request
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.
CWC	Combined wage claim.
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.
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written

	Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
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.
Digital Signature	Guarantees the unaltered state of a file.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DUA	Disaster Unemployment Assistance
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 transformation of data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
ERI	Eligibility Review Interview
ES	Employment Service
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default"): 　a. Failure to perform the Services satisfactorily or on schedule; 　b. Failure to submit any report required; and/or

	c. Failure to perform any other covenant, term or condition of the Contract.
EWI	Employer Wage Intake – a separate module of NHUIS that allows the employer to respond to four (4) specific wage requests.
FAC	Federal Additional Compensation
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.
Harvest	Software to archive and/or control versions of software.
HCTC	Healthcare Tax Credit
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 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 that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Investicase	Case management system module within NHUIS for Benefit Payment Control Unit to manage and process tips, leads and hits generated by automated and manual crossmatches regarding potentially fraudulent benefit payments.
Invoking Party	In a dispute, the party believing itself aggrieved.
Issue	Question about eligibility for payment that stops payment.
Job Match System (JMS)	NHES' online job match system that matches job seekers and employers in NH.
Key Project Staff	Personnel identified by the State and by the contracted Vendor

	as essential to work on the Project.
NHES	New Hampshire Employment Security
NHUIS	The automated, online NH Unemployment Insurance system for the administration of unemployment insurance (UI) benefits.
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, other services.
Normal Business Hours	Normal Business Hours for NHES administrative offices and all NHWORKS Local Offices are: Monday through Friday, 8:00 a.m. to 4:30 p.m., and for the NHUIS Call Center: Monday through Thursday 8:00 a.m. to 7:00 p.m., Friday 8:00 a.m. to 4:00 p.m. and Sunday 8:00 a.m. to 4:30 p.m., excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
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.
OJT	On the Job Training provides employers a chance to connect with potential employees by allowing for subsidized short-term employment.
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
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.
PAW	Potentially Affected Worker
PIRL	WIOA Participant Individual Record Layout
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.
PTW	Pathway to Work program.
QA	Quality Assurance
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
RESEA	Reemployment Services and Eligibility Assessment.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the default review period is five (**5**) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
RTAA	Readjustment Trade Allowance Act
SaaS	Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.
SBR	Supplemental Budget Request refers to an award from USDOL as a reulst of a competitive process among SESA's in response to a specific USDOL call for submission of requests.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
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.
SESA	State Employment Services Agency
SIDES	State Information Data Exchange – a separate system that interfaces with NHUIS that allows the employer to communicate via file exchange or website and provide separation information

	to NHES.
SME	Subject Matter Expert
Software	All custom Software and COTS Software provided by the Vendor under the Contract.
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP, including NHES and DoIT.
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, and 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 1st through June 30th 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 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.
TA	Trade Act
TAA	Trade Adjustment Allowance
TAPR	Trade Act Participation Report
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must: (**1**) be consistent with the Statement of Work within the Statement of Services; (**2**) not constitute a new assignment; and (**3**) not change the terms, documents of specifications of the SOW.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) that works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	The duration of the Contract.
Transition Services	Services and support provided when the contracted Vendor is supporting system changes.
TRA	Trade Readjustment Allowance
UAT	User Acceptance Test
UC	Unemployment Compensation
UCFE	Unemployment Compensation for former Federal Employees
UCX	Unemployment Compensation for former Military Personnel
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
UI	Unemployment Insurance
UIPL	Unemployment Insurance Program Letter providing program guidance.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
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.

Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development.
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.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
WEBTAX	Separate system that interfaces with NHUIS. WEBTAX is the case management system for the Contributions Unit of NHES, tracking UI taxes from employers, New Hire reports and new or updated Employer Status Reports.
WIOA	Workforce Investment and Opportunity Act
Work Hours	Vendor personnel shall be available to NHES during all normal business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, 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. Emergency, on-call services will also be made available as negotiated. However, for employees, the State requires an unpaid lunch break of at least 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.