

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
COMMUNICATION PLATFORM FOR MULTI-FACTOR AUTHENTICATION  
SERVICES**

**RFP -NHES-2022-04**

**Section 1 – Overview and Schedule**

**A. Executive Summary**

New Hampshire Employment Security (NHES) seeks a vendor to provide Communication Platform as a Service (CPaaS) for embedding SMS, Voice, and Email communication features in a forthcoming Multi-Factor Authentication (MFA) implementation project.

**B. Schedule**

The following table provides a Schedule of Events for this RFP through contract finalization and Notice to Proceed. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	10/20/2021	
Proposer Inquiry Period Ends	11/3/2021	4:00 PM EST
Final Agency Responses to Proposer Inquiries	11/5/2021	4:00 PM EST
Deadline for Proposers Submit Proposals	11/15/2021	4:00 PM EST
Estimated Timeframe for Proposer Oral Presentations and Interviews (if applicable)		TBD
Estimated Notification of Selection and Begin Contract Negotiations		TBD
RFP and related materials will be posted to the following websites: <a href="http://www.nhes.nh.gov/media/requests-for-bids.htm">http://www.nhes.nh.gov/media/requests-for-bids.htm</a> <a href="https://apps.das.nh.gov/bidscontracts/bids.aspx">https://apps.das.nh.gov/bidscontracts/bids.aspx</a>		

**Section 2 – Description of Agency/Program Issuing the Request for Proposals**

NHES provides unemployment compensation benefit services for the State of New Hampshire through a web based benefit platform, the New Hampshire Unemployment Insurance System (NHUIS), as well as a network of twelve (12) full-service offices located throughout the state. Individuals seeking to apply for state and/or federal unemployment compensation benefits do so through the state owned and maintained NHUIS web based platform through a series of online transactions with a frequency determined by the length of an individual’s claim for unemployment compensation benefits.

NHUIS includes multiple customer/client-facing applications that facilitate the self-service needs of individuals in filing for unemployment compensation benefits, performing job searches, and seeking

reemployment services. Access to these applications is secured using the ForgeRock Access Management 6.5 solution as the authentication control.

NHES is in the process of extending our multi-factor authentication capabilities by introducing the use of one-time password (OTP) via email, SMS and voice. It is anticipated that the delivery and processing of OTP via email will be handled by our current application using our internal SMTP servers. The services of a CPaaS provider are being sought to handle OTP via SMS and voice. However, responding vendors should include email as well as SMS and voice in their CPaaS proposal.

### **Section 3 – Proposed Scope of Work**

NHES is seeking the services of a vendor that MUST provide the following:

1. The services proposed by the vendor must support the use of OTP as a form of multi-factor authentication via SMS, Voice and Email.
2. The services proposed by the vendor must provide remote Java/REST/SOAP APIs. REST API is preferred.
3. The services proposed by the vendor must seamlessly integrate with ForgeRock Access Management 6.5 solution

The following features are preferred but OPTIONAL and if provided by Vendor will be evaluated during the technical scoring process:

1. A customizable authentication node for ForgeRock Access Management 6.5.
2. Service support for sending ad-hoc SMS messages and/or ad-hoc text to speech voice calls.
3. Other features and/or services that could benefit NHES in the implementation of OTP as a form of MFA. These should include but not be limited to:
  - a. Describe the full scope of the services provided for OTP and token authentication.
  - b. Describe whether the vendor's service supports OTP/HOTP/TOTP.
  - c. Describe whether a trial version of the vendor's service can be made available to NHES during a development period, including any limitations associated with such trial version as well as associated costs.
  - d. Describe whether it would be beneficial for NHES to use the vendor's email services rather than the planned approach of using the current NHES application with NHES' internal SMTP servers.
  - e. Describe whether the services being proposed are scalable should NHES, in the future, want to extend these services to enhance other customer services via unified communications.

### **Section 4 – Process for Submitting a Proposal**

#### **A. Proposal Submission, Deadline, and Location Instructions**

Proposals submitted in response to this RFP must be received by NHES, no later than the time and date specified in the Schedule of Events section, herein. Proposals may be submitted by U.S. Mail, Delivery Service, or In Person. Proposals must be addressed to:

**State of New Hampshire  
Department of Employment Security  
c/o Erik Bal, Counsel  
45 South Fruit Street  
Concord, NH 03301-4857**

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
RESPONSE TO RFP NHES-2022-04  
COMMUNICATION PLATFORM FOR MULTI-FACTOR AUTHENTICATION SERVICES**

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the proposers unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered to be when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The Agency accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility.

All Proposals submitted in response to this RFP must consist of at least one (1) original and two (2) clearly identified copies of the Proposal, including all required attachments.

### **B. Proposal Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Points of Contact:

TO: Erik.P.Bal@nhes.nh.gov  
CC: Karen.A.Levchuk@nhes.nh.gov  
Richard.J.Lavers@nhes.nh.gov

Inquiries must be received by the Agency's RFP Points of Contact no later than the conclusion of the Proposer Inquiry Period (see Schedule of Events section, herein). Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein; however, this date is subject to change at the Agency's discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The Agency 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 Agency. Official responses by the Agency will be made only in writing by the process described above.

### **C. Restriction of Contact with Agency Employees**

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Agency regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP

with any potential contractor during the selection process, unless otherwise authorized by the RFP Points of Contact. Proposers may be disqualified for violating this restriction on communications.

## **D. Validity of Proposal**

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

## **SECTION 5 - Content and Requirements for a Proposal**

Proposals shall follow the following format and provide the required information set forth below:

1. Technical Proposal (50 Points):
  - a. Relevant Experience and overall qualifications (20 points) - Provide a brief description of the Proposer's organization, including the number of years in business; number of years providing services similar to those requested in this RFP; number of past and current public sector clients for whom Vendor has provided a similar solution to that requested in this RFP; and number of current clients currently utilizing services similar to those requested in this RFP.
  - b. Completeness and quality of the proposed solution (20 points) – Vendor must address each and every required element as listed as **MUST BE PROVIDED** in Section 3 'Proposed Scope of Work' along with a detailed description of the Vendor's proposed solution for providing the services requested by the RFP together with proposed staffing and proposed timeline for delivery along with all relevant milestones.
  - c. Completeness and quality of proposed optional items (5 points) – Vendor has the option of addressing each of the items described as **OPTIONAL** in Section 3 'Proposed Scope of Work'. If provided, such responses to the optional items will be evaluated during the technical proposal review and will be evaluated accordingly.
  - d. References (5 points) – Provide three (3) references who can speak to the Proposer's performance of services similar or identical to those requested in this RFP. Provided references must include the name of the entity; a description of the services provided; the time period the services were provided; and the name and contact information for the individual to be contacted, including email and phone.
2. Price Proposal (50 Points): Attachment A contains the necessary cost proposal elements required to be submitted under this RFP.

## **SECTION 6 – Evaluation of Proposals**

### **A. Criteria for Evaluation and Scoring**

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

The Agency will use a scoring scale of 100 points, a maximum of 50 points awarded based on the Price Proposal, a maximum of 50 points awarded for the Technical Proposal, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
<b>TECHNICAL PROPOSAL</b> with the following potential maximum scores for each Technical Proposal category;	<b>50</b>
1. Relevant Experience/Overall Qualifications	20
2. Completeness and quality of the proposed solution	20
3. Completeness and quality of proposed <u>optional</u> items as listed in Scope of Services	5
4. References from clients for whom similar services have been performed.	5
<b>3. PRICE PROPOSAL POTENTIAL MAXIMUM POINTS</b>	<b>50</b>
<b>TOTAL POTENTIAL MAXIMUM POINTS AWARDED</b>	<b>100</b>

The Agency will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize scores.

If the Agency, determines to make an award, the Agency will issue an “intent to negotiate” notice to a Proposer based on these evaluations. Should the Agency be unable to reach agreement with the selected Proposer during Contract discussions, the Agency may then undertake Contract discussions with the second preferred Proposer and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

## **B. Planned Evaluations**

The Agency plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Preliminary evaluation of the Proposals;
- Oral interviews and Product Demonstrations (if necessary);
- Final Evaluation of Technical Proposals and scoring;
- Review of Price Proposals and final scoring;
- Best and Final Offer (BAFO) if appropriate; and
- Select the highest scoring Proposer and begin contract negotiation.

## **C. Initial Screening**

The Agency will conduct an initial screening step to verify Proposer compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

## **D. Preliminary Technical Scoring of Proposals**

The Agency will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6.

## **E. Oral Interviews and Product Demonstrations**

If the Agency determines that it is appropriate, proposers may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct oral interviews, with which proposers; and the number of interviews. Proposers are advised that the Agency may decide to conduct interviews with less than all responsive proposers.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The Agency may ask the Proposer to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct Oral Interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals.

## **F. Final Technical Scoring of Proposals**

Following Oral Interviews, Product Demonstrations, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

## **G. Price Proposal Review**

Price proposals will be opened upon completion of the final technical scoring of proposals. The Proposer's Price Proposal will be allocated a maximum potential score of 50 points. Proposers are advised that this **is not a low bid award** and that the scoring of the price proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring Proposer.

The following formula will be used to assign points for the Price Proposal:

**Proposer's Price Score = (Lowest Proposed Price / Proposer's Proposed Price) x Total Points Available for Price Proposal**

***Example: If the Proposer's Proposed Price was \$200,000 and the Lowest Proposed Price was \$100,000 then:***

***Proposer's Price Score = (\$100,000/\$200,000) x 50 Total Points = 25 Points***

## **H. No Best and Final Offer**

The Proposal should be submitted initially on the most favorable terms which the proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

## **I. Final Selection**

The Agency will conduct a final selection based on the final evaluation of the initial proposals or, if requested, as a result of the Best and Final Offer and begin contract negotiations with the selected Proposer.

## **J. Rights of the Agency in Accepting and Evaluating Proposals**

The Agency reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

## **SECTION 7 – Terms and Conditions Related To The RFP Process**

### **A. RFP Addendum**

The Agency 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 Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

### **B. Non-Collusion**

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

### **C. Property of the Agency**

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

## **D. Confidentiality of a Proposal**

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.

## **E. 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 Governor & Executive Council pursuant to this RFP, the Agency will post the name, rank or score of each proposer. In the event that the contract does not require Governor and Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract.

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/>). Accordingly, 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. 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 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.

## **F. Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency 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.



## **G. Proposal Preparation Cost**

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

## **H. Ethical Requirements**

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

## **I. Challenges on Form or Process of the RFP**

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten(10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer is deemed to have waived any challenges to the form or procedures set forth in this RFP.

## **Section 8 – Contract Terms and Award**

### **A. 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.

### **B. Award**

If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire.

### **C. Standard Contract Terms**

The Agency will require the successful bidder to execute a Firm Fixed Price/Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A (P-37). Any

contract entered into as a result of this RFP is subject to approval by Governor & Executive Council and contingent upon continued appropriation of funding for the contract.

The Agency may consider modifications of this form during negotiations. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Proposer's exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

#### **D. Special Terms To Be Included In A Contract Resulting From This RFP**

- a. **TERMINATION** Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least sixty (60) days prior to effective date of termination.
- b. **CONFIDENTIALITY AND CRIMINAL RECORD** Contractor and each of its employees working on NHES property will be required to sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORD AUTHORIZATION FORM** prior to the start of any work. There is a fee for each background check required, which must be paid by the Contractor.
- c. **NH CERTIFICATE OF GOOD STANDING** Contractor must provide a **CERTIFICATE OF GOOD STANDING** from the NH Secretary of State.
- d. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS IN PRIMARY COVERED TRANSACTIONS** Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.
- e. **DAVIS-BACON ACT** Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and sub-contractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

- f. AMERICANS WITH DISABILITIES ACT** The undersigned Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.
- g. DAMAGE** Contractor will agree that any damage to building(s), materials, equipment and/or other property during the performance of service will be repaired at Contractor's expense. Contractor agrees to return all building(s), materials, equipment and/or property to its original or better condition and with acceptance by a representative of NHES. Contractor agrees to obtain approval of NHES representative assigned to project for any sub-contractor performing such repair work.
- h. PAYMENT BOND/MILLER ACT** Contractor agrees to comply with The Miller Act bond requirement and NH RSA 447:16. A payment bond, with surety satisfactory for protection of all persons supplying labor and materials in carrying out construction, alteration, or repair work provided for in the contract may be required. Amount of payment bond will equal total amount payable by terms of contract unless officer awarding contract determines, in writing, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A Payment Bond is required for contracts \$30,000 or greater. A Performance Bond is required for contracts totaling \$100,000 or greater.
- i. NON-DISCRIMINATION**  
In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.
- j. VENDOR APPLICATION/ALTERNATE W-9**  
In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.
- k. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (if applicable)**  
For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no

laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**l. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable)**

Contractor agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**m. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (if applicable)**

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**n. BYRD ANTI-LOBBYING AMENDMENT (if applicable)**

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

ATTACHMENT A

**CONTRACTOR PROPOSAL PAGE**

**PLEASE RETURN THIS PAGE**

The financial proposal will be scored based on the total projected costs (TPC) as determined by the State for the term of the contract. The lowest cost proposal will receive 100% of the 50 points allocated for the Financial Score. All other financial proposals will be scored based on their relationship to the lowest scoring proposal as detailed in Section G. Contractor will provide the following costs for the proposed solution together with a detailed breakdown and explanation of everything included within each of the categories listed, including a detailed explanation for all fixed costs; variable costs; license costs; maintenance costs; and all other costs.

<u>Type</u>	
Fixed Costs	\$
Variable Costs	\$
Software License Costs	\$
Maintenance Costs	\$
All other costs	\$
TOTAL PROJECTED COSTS (TPC)	\$

Proposer Name \_\_\_\_\_  
 Print & Sign \_\_\_\_\_  
 Address \_\_\_\_\_  
 Email/Phone \_\_\_\_\_  
 NH Employer ID # \_\_\_\_\_  Corporation  Partnership  Individual

**Signing proposal page constitutes agreement and compliance with Request For Proposal requirements.**

