



State of New Hampshire

## Software Acquisition Project RFP

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

Laboratory Information Management System (LIMS)  
Acquisition Support

**RFP 2007-064**

**RFP ISSUED.....December 28, 2006**

**VENDOR CONFERENCE...**

**AT: Brown Building, 129 Pleasant St., Concord, NH**

**STATE CONTACT.....Gerald S. Bardsley**  
**jbarsley@dhhs.state.nh.us**  
**603-271-0548**

**CONTRACT TYPE.....FIRM FIXED PRICE**

**PROPOSALS DUE.....February 7, 2007 2:30 PM**  
**(EST)**

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

**STATE OF NEW HAMPSHIRE**  
**Department of Health and Human Services**  
**Division of Public Health Services**  
**LIMS Acquisition Support**  
**RFP 2007-064**

**TABLE OF CONTENTS**

|                                                                      |    |
|----------------------------------------------------------------------|----|
| 1. INTRODUCTION .....                                                | 4  |
| 1.1 CONTRACT AWARD .....                                             | 4  |
| 1.2 CONTRACT TYPE.....                                               | 4  |
| 1.3 CONTRACT TERM.....                                               | 4  |
| 1.4 HIGH LEVEL SCOPE OF WORK/PROJECT OBJECTIVES .....                | 4  |
| 1.5 SCHEDULE OF EVENTS .....                                         | 6  |
| 2. DEFINITIONS OF TERMS.....                                         | 6  |
| 3. REQUIREMENT AND DELIVERABLES .....                                | 6  |
| 4. INSTRUCTIONS .....                                                | 7  |
| 4.1 PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS.....    | 7  |
| 4.2 PROPOSAL INQUIRIES.....                                          | 7  |
| 4.3 VENDOR CONFERENCE .....                                          | 8  |
| 4.4 MANDATORY LETTER OF INTENT TO BID .....                          | 9  |
| 4.5 ALTERATION OF RFP .....                                          | 9  |
| 4.6 RFP AMENDMENT .....                                              | 9  |
| 4.7 NON-COLLUSION .....                                              | 9  |
| 4.8 VALIDITY OF PROPOSAL .....                                       | 9  |
| 4.9 PROPERTY OF THE STATE .....                                      | 9  |
| 4.10 CONFIDENTIALITY OF A PROPOSAL .....                             | 9  |
| 4.11 PUBLIC DISCLOSURE.....                                          | 10 |
| 4.12 NON-COMMITMENT .....                                            | 10 |
| 4.13 PROPOSAL PREPARATION COST.....                                  | 10 |
| 4.14 ORAL PRESENTATIONS/INTERVIEWS AND DISCUSSION.....               | 10 |
| 4.15 REQUIRED CONTRACT TERMS AND CONDITIONS .....                    | 10 |
| 4.16 AWARD .....                                                     | 10 |
| 4.17 PROPOSAL SUBMISSION REQUIREMENTS .....                          | 10 |
| 4.18 PROPOSAL FORMAT .....                                           | 11 |
| 4.19 PROPOSAL ORGANIZATION.....                                      | 11 |
| 4.20 PROPOSAL CONTENT .....                                          | 11 |
| 5. PROPOSAL EVALUATION PROCESS .....                                 | 16 |
| 5.2 RIGHTS OF THE STATE IN EVALUATING PROPOSALS.....                 | 16 |
| 5.3 PLANNED EVALUATIONS .....                                        | 16 |
| 5.4 PROPOSAL EVALUATIONS.....                                        | 17 |
| 6. GENERAL CONTRACT REQUIREMENTS .....                               | 19 |
| 6.1 STATE OF NH TERMS AND CONDITIONS AND CONTRACT REQUIREMENTS ..... | 19 |
| 6.2 CONTRACT TERM DATES.....                                         | 19 |
| 6.3 NON-EXCLUSIVE .....                                              | 19 |
| 6.4 VENDOR SELECTION.....                                            | 19 |
| 6.5 VENDOR RESPONSIBILITIES .....                                    | 19 |
| 6.6 PROJECT BUDGET/PRICE LIMITATION .....                            | 20 |
| 6.7 STATE CONTRACTS.....                                             | 20 |
| 6.8 HIPAA.....                                                       | 20 |
| 6.9 VENDOR STAFF .....                                               | 20 |

**STATE OF NEW HAMPSHIRE**  
**Department of Health and Human Services**  
**Division of Public Health Services**  
**LIMS Acquisition Support**  
**RFP 2007-064**

|              |                                                                              |    |
|--------------|------------------------------------------------------------------------------|----|
| 6.10         | PROJECT WORK PLAN.....                                                       | 21 |
| 6.11         | DELIVERABLES .....                                                           | 21 |
| 6.12         | WARRANTY .....                                                               | 23 |
| 6.12.1.1     | DELIVERABLES AND NON-SOFTWARE DELIVERABLES.....                              | 23 |
| 6.12.1.2     | SERVICES .....                                                               | 24 |
| 6.12.1.3     | NON-INFRINGEMENT.....                                                        | 24 |
| 6.12.1.4     | PERSONNEL .....                                                              | 24 |
| 6.13         | ADMINISTRATIVE SPECIFICATIONS .....                                          | 24 |
| 6.14         | PRICING.....                                                                 | 25 |
| APPENDIX A:  | BACKGROUND INFORMATION .....                                                 | 28 |
| A-1          | DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS).....                          | 28 |
| A-2          | OFFICE OF INFORMATION TECHNOLOGY AND TECHNOLOGY STATUS.....                  | 29 |
| A-3          | CURRENT INTERFACES .....                                                     | 30 |
| A-4          | RELATED DOCUMENTS REQUIRED .....                                             | 30 |
| A-5          | STATE PROJECT TEAM.....                                                      | 30 |
| APPENDIX B:  | MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION.....                            | 32 |
| B-1          | PROPOSAL SUBMISSION.....                                                     | 32 |
| B-2          | COMPLIANCE WITH REQUIREMENTS .....                                           | 32 |
| B-3          | PROPOSED PROJECT TEAM .....                                                  | 32 |
| APPENDIX C:  | REQUIREMENTS AND DELIVERABLES .....                                          | 33 |
| APPENDIX D:  | TOPICS FOR MANDATORY NARRATIVE RESPONSES .....                               | 35 |
| D-1          | PROPOSED SOLUTION .....                                                      | 35 |
| APPENDIX E:  | STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS.....                          | 40 |
| E-1          | REQUIRED INFORMATION ON CORPORATE QUALIFICATIONS .....                       | 40 |
| E-2          | TEAM ORGANIZATION AND DESIGNATION OF KEY VENDOR STAFF .....                  | 40 |
| E-3          | CANDIDATES FOR PROJECT MANAGER.....                                          | 41 |
| E-4          | CANDIDATES FOR KEY VENDOR STAFF ROLES.....                                   | 41 |
| APPENDIX F:  | PRICING WORKSHEETS .....                                                     | 42 |
| F-1          | ACTIVITIES/DELIVERABLES/MILESTONES PRICING WORKSHEETS.....                   | 42 |
| TABLE F-1-2: | HOURLY RATES WORKSHEET FOR PHASE TWO – SELECTION SUPPORT.....                | 42 |
| F-2          | PROPOSED POSITION – INITIAL CONTRACT TERM VENDOR RATES WORKSHEET.....        | 42 |
| F-3          | PROPOSED VENDOR STAFF AND RESOURCE HOURS WORKSHEET.....                      | 43 |
| F-4          | FUTURE VENDOR RATES WORKSHEET.....                                           | 43 |
| APPENDIX G:  | GENERAL STANDARDS AND REQUIREMENTS .....                                     | 44 |
| G-1          | IT REQUIRED WORK PROCEDURES.....                                             | 44 |
| G-2          | COMPUTER ACCESS AND USE AGREEMENT .....                                      | 45 |
| G-3          | NEW HAMPSHIRE CERTIFICATE OF AUTHORITY OR CERTIFICATE OF GOOD STANDING ..... | 49 |
| G-4          | STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS .....                            | 50 |
| G-5          | HIPAA STANDARDS FOR PRIVACY – BUSINESS ASSOCIATE AGREEMENT .....             | 60 |
| G-6          | ESCROW AGREEMENT (NOT APPLICABLE).....                                       | 66 |
| G-7          | SAMPLE CERTIFICATE OF VOTE.....                                              | 67 |
| APPENDIX H:  | TERMS AND DEFINITIONS .....                                                  | 69 |
| APPENDIX I:  | SUPPORTING DOCUMENTATION .....                                               | 75 |

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

## **1. INTRODUCTION**

The State of NH is planning to replace its existing Laboratory Information Tracking System (LITS) with a Laboratory Information Management System (LIMS). The State is releasing this RFP to procure a vendor to document and analyze business, functional and technical requirements, and to construct an RFP document, and to assist in the selection of a vendor to implement the new LIMS system. This requirements analysis and documentation ending an RFP will be considered Phase 1. Once it is completed and the RFP Posted, the Public Health Laboratory will issue a Statement of Work (based on acceptable vendor performance in Phase 1) for Vendor selection support for a LIMS Vendor to include production of demonstration script, expert consultation and vendor selection tools (Phase 2). The contract for Phase 1 may be amended, with Governor and Executive Council approval, to include Phase 2 based upon the contractor response to the statement of work and the rate structure in the basic contract. The Public Health Laboratories is in the Division of Public Health Services (DPHS), which is one of the several Divisions within the Department of Health and Human Services (DHHS).

### **1.1 Contract Award**

A contract award by the State will be based upon criteria, standards, and weighting identified in this RFP. Each Vendor Proposal will be considered as a whole solution, without limitation, including all services proposed, qualifications of the Vendor and any Subcontractor, and cost.

### **1.2 Contract Type**

The State plans to execute a Firm Fixed Price (FFP) contract as a result of this RFP.

### **1.3 Contract Term**

Time is of the essence.

The Vendor shall be fully prepared to commence work within two weeks after receiving Notice to Proceed.

The Vendor's initial term will be for two (2) years, with options to extend, at the discretion of the State, up to but not beyond four (4) additional years.

### **1.4 High Level Scope of Work/Project Objectives**

The vendor selected will assist the New Hampshire Public Health Laboratory (NH PHL) in defining its LIMS needs, research the market to determine whether LIMS COTS solutions are available, and assure that State requirements for a new LIMS system will meet the requirements set forth by the APHL (APHL requirements are described in RFP Appendix I), CDC and other partners. This project will be accomplished in two phases:

Phase 1 - A formal requirements analysis / feasibility study will be conducted as the first phase of a three-phase (analysis, selection, implementation) strategy by DPHS. Activities within this phase typically include requirements elicitation and analysis, cost benefit analysis of DPHS alternatives,

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

development of all current and future workflows, a requirements traceability matrix and construction of a formal Request for Proposal for LIMS Software and other (Hardware, etc.) products and services.

Phase 2 – Selection support involves support for PHL during the acquisition cycle after publication of the RFP through the selection of the implementation Vendor. Support would include consultation for vendor questions on the Implementation RFP, set up and conduct of oral presentations and the selection process and consultation on questions arising from the contract negotiation process. Additional activities include development and use of tools and scripts to challenge the vendor products thereby narrowing the LIMS COTS products and services by scoring vendor ability and product ability to meet the requirements.

The State will only activate Phase 2 upon State acceptance of a Vendor proposal response to a Statement of Work and further acceptance of a contract amendment by the Governor and Executive Council. The rate structure for any contract amendment will be included in the response to this RFP. A further requirement will be that the chosen vendor has no LIMS COTS software to offer and can remain objective throughout the phases of the project. NH PHL considers a completely unbiased and independent business process analysis and evaluation of options as the best approach to meet the stated business objectives.

The Vendor may employ Subcontractors to deliver required services subject to the terms and conditions of this RFP, including but not limited to, in Section 6: *General Contract Requirements* herein and Appendix G-4: *State of New Hampshire Terms and Conditions* of this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**1.5 Schedule of Events**

The following table provides the Schedule of Events for this RFP through contract finalization and Notice to Proceed.

| EVENT                                                                                      | DATE              | TIME       |
|--------------------------------------------------------------------------------------------|-------------------|------------|
| RFP released to Vendors (on or about)                                                      | December 28, 2006 |            |
| Vendor inquiry period begins (on or about)                                                 | December 28, 2006 |            |
| Notification to the State of the number of representatives attending the Vendor Conference | January 5, 2007   |            |
| Vendor's Conference; location identified in General Instructions, Section 4.3              | January 10, 2007  | 10:00 a.m. |
| Vendor inquiry period ends (Final inquiries due)                                           | January 19, 2007  |            |
| Final State responses to Vendor inquiries                                                  | January 24, 2007  |            |
| Final date for Proposal submission                                                         | February 7, 2007  | 2:30 p.m.  |
| Invitations for oral presentations, if any                                                 | February 13, 2007 |            |
| Vendor presentations/discussion sessions/interviews, if necessary                          | February 20, 2007 |            |
| Anticipated Contract Finalization                                                          | TBD               |            |
| Anticipated Notice to Proceed                                                              | TBD               |            |

**2. DEFINITIONS OF TERMS**

The Terms and Definitions, located in Appendix H: *Terms and Definitions*, apply to this RFP and any resulting contract.

**3. REQUIREMENT AND DELIVERABLES**

Requirements and Deliverables are described in Appendix C *Requirements and Deliverables*.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

#### **4. INSTRUCTIONS**

##### **4.1 Proposal Submission, Deadline, and Location Instructions**

Proposals submitted in response to this RFP must be received by the Department of Administrative Services, Bureau of Purchase and Property, no later than the time and date specified in Section 1.5: *Schedule of Events*. Proposals must be addressed to:

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

Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES**

**RESPONSE TO DHHS RFP 07-064  
LIMS ACQUISITION SUPPORT**

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

All Proposals submitted in response to this RFP must consist of one (1) original and eight (8) clearly identified copies of the Proposal, including all required attachments, and one (1) electronic copy on CD Rom in MS WORD format, accompanied by the transmittal letter described in Section 4.20.2: *Transmittal Form Letter*, herein. The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. One (1) copy of the Proposal Transmittal Form Letter shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL." A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

##### **4.2 Proposal Inquiries**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

Gerald S. Bardsley, Project Manager  
Division of Public Health Services  
Public Health Laboratories  
29 Hazen Drive  
Concord, NH 03301  
Telephone: (603) 271-0548  
Email: [jbardsley@dhhs.state.nh.us](mailto:jbardsley@dhhs.state.nh.us)

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

Inquiries must be received by the State's RFP Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Periods (see Section 1.5: *Schedule of Events*). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and will not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 1.5: *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.

#### **4.3 Vendor Conference**

All vendors that intend to submit proposals are encouraged to attend the optional Vendor Conference. This will be held at the following location as identified in Section 1.5: *Schedule of Events*:

Office of Information Technology  
Nash Building  
49 Donovan Street  
Concord, New Hampshire 03301

Vendors are requested to RSVP via email by the date identified in Section 1.5: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference.

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

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given before the Vendor Conference. Oral answers will not be

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

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 emailed by the date specified as the Final State responses to Vendor Inquiries as specified in Section 1.5: *Schedule of Events*. Vendors are responsible for all costs associated with attending the Vendor Conference.

**4.4 Mandatory Letter of Intent to Bid**

Not Applicable

**4.5 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.

**4.6 RFP Amendment**

The State reserves the right to amend this RFP at its discretion, before the Proposal submission deadline. In the event of an amendment to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate. Should an amendment to this RFP occur before the mandatory Vendor Conference, the State shall publish notice of the amended RFP. Amendments made to the RFP (if any) after the mandatory Vendor Conference will be directly forwarded only to those Vendors that participated in and met this mandate. No other release of amendments to this RFP will be made public until a contract is awarded and approved by Governor and Executive Council.

**4.7 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.

**4.8 Validity of Proposal**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 1.5: *Schedule of Events*, or until the Effective Date of any resulting contract, whichever is later.

**4.9 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. Regardless of the Vendor selected, the State reserves the right to use any information presented in a Proposal.

**4.10 Confidentiality of a Proposal**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**4.11 Public Disclosure**

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

**4.12 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 design the specified enhancement. Any and all costs associated with oral presentations/interviews shall be borne entirely by the Vendor.

**4.15 Required Contract Terms and Conditions**

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

**4.16 Award**

The State plans to execute a Firm Fixed Price Contract, as a result of this RFP.

The State reserves the right, at its discretion, to 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.

**4.17 Proposal Submission Requirements**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**4.18 Proposal Format**

Proposals should follow the following format:

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

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

**4.19 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 Staff
- **Section VII:** Cost Proposal

**4.20 Proposal Content**

Proposals must contain the following:

**4.20.1 Cover Page**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH & HUMAN SERVICES**

**RESPONSE TO DHHS -RFP 07-064  
LIMS Acquisition Support**

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

**4.20.2 Transmittal Form Letter**

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

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

State of New Hampshire Proposal Transmittal Form Letter

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**To:** NH Department of Health & Human Services Point of Contact: Gerald S. Bardsley  
Telephone (603) 271-0548  
Email: [jbardsley@dhhs.state.nh.us](mailto:jbardsley@dhhs.state.nh.us)

**RE:** Proposal Invitation Name: LIMS Acquisition Support  
Proposal Number: DHHS RFP 07-064      Proposal Opening Date and Time: February 7, 2007 at 2:30 PM

Dear Sir:

Company Name: \_\_\_\_\_ hereby offers to sell to the State of New Hampshire the services indicated in RFP NH Department of Health & Human Services, DHHS RFP 07-064, LIMS Acquisition 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 Section 6: *General Contract Requirements* and Appendix G-4: *State of New Hampshire Terms and Conditions*.

Company Signor: \_\_\_\_\_ is authorized to legally obligate  
Company Name: \_\_\_\_\_.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the *State of New Hampshire Terms and Conditions* in Appendix G-4 and *Contract Requirements* in Section 6, which shall form the basis of any Contract resulting from this RFP. No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

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

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

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

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

**Important Note: Vendors are provided an electronic version of the RFP Transmittal Letter. Any electronic alteration to this Transmittal Letter template is prohibited. Any such changes will result in a Proposal being rejected.**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**4.20.3 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 4.19: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

**4.20.4 Section I: Executive Summary**

The Executive Summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: *Minimum Standards for Proposal Consideration*, to this Request for Proposals. The executive summary will also provide an overview of the Vendor's proposed Solution and services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

**4.20.5 Section II: Glossary of Terms and Abbreviations**

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

**4.20.6 Section III: Responses to Requirements and Deliverables**

Requirements are provided in Appendix C: *Requirements and Deliverables*, included in this RFP.

**4.20.7 Section IV: Narrative Responses**

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

**4.20.8 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*.

**4.20.9 Section VI: Qualifications of Key Staff**

To evaluate qualifications of key staff, the State will consider three (3) factors:

- a. Proposed team organization and designation and identification of key staff;
- b. Qualification of candidates for Project Manager; and
- c. Qualifications of candidates for key Vendor staff roles.

Section VI must be used to provide required information on these topics. 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:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

*Candidates for Key Vendor Staff Roles, of Appendix E: Standards for Describing Vendor Qualifications.*

**4.20.10 Section VII: Cost Proposal**

The Cost Proposal must include the following:

- The *Activities/Deliverables/Milestones Pricing Worksheet* prepared using the format provided in Table F-1-1 and Hourly rate worksheet for Phase Two provided in Table F-1-2 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Proposed Position – Initial Contract Term Vendor Rates Worksheet* prepared using the format provided in Table F-2-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Proposed Vendor Staff and Resource Hours Worksheet* prepared using the format provided in Table F-3-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Future Vendor Rates Worksheet* prepared using the format provided in Table F-4-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

***Remainder of this page intentionally left blank***

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

## **5. PROPOSAL EVALUATION PROCESS**

The State will use a scoring scale of 100 points, which shall be applied to the Solution as a whole. Points will be distributed among four (4) factors:

- 30 points – Proposed Solution
- 20 points – Vendor’s Technical, Service, and Project Management Experience
- 20 points – Vendor Company Viability
- 30 points – Vendor Price (Rates and Pricing)
- 100 points - Total Possible Score.

### **5.2 Rights of the State in Evaluating Proposals**

The State reserves the right to:

- a. Consider any source of information 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 evaluation of the Proposals and reference and background checks;
- Oral interviews and product demonstrations (if applicable);
- Best and Final Offer (BAFO), if appropriate, and
- Final evaluation of Proposals.

#### **5.3.2 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 following:

- Submission requirements are addressed in Section 4: *Instructions*.
- Minimum standards are defined in Appendix B: *Minimum Standards for Proposal Consideration*.
- Agreement to the State’s Terms and Conditions and provisions as defined in the RFP without exception.

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**5.3.3 Preliminary Evaluation of Proposals and Reference and Background Checks**

The State will establish an evaluation team to evaluate Proposals, conduct reference checks, and background checks.

**5.3.4 Oral Interviews and Product Demonstrations**

Preliminary scores from the evaluation of the Proposals will be used to select Vendors to invite to oral interviews and product demonstrations.

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

For each invited Vendor, the oral interview and product demonstrations will be no more than one business day (7.5 hours) in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial review of the Proposals.

**5.3.5 Best and Final Offer**

The State may, at its sole option, either accept a Vendor's initial proposal by award of a contract or enter into discussions with Vendors whose proposals are deemed reasonably susceptible of being considered for award. After discussions are concluded, a Vendor may be allowed to submit a "Best and Final Offer" for consideration.

**5.3.6 Final Evaluation**

The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering. After making a preliminary determination of award, the State reserves the right to conduct site visits to a Vendor's location and/or government site(s) which utilizes the Vendor's software.

**5.4 Proposal Evaluations**

The State will select a Vendor based upon the criteria and standards contained in this RFP and from applying the following weightings. Oral interviews, product demonstrations, and reference checks will be used to refine and finalize preliminary scores.

**5.4.1 Scoring of the Proposed Software Solution**

The Vendor's Proposed Solution will be allocated a maximum score of thirty (30) points. Vendor Proposed Solution will be scored based on vendor's overall understanding of State requirements and it's ability and willingness to fulfill them, Vendor's proposed solution will be primarily scored based on response to topics in Section D1: *Proposed Solution* of RFP Appendix D2: *Topics for Mandatory Narrative Responses*.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

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

Vendor proposed Technical, Service and Project Management topics will be allocated a maximum score of twenty (20) points, and be distributed among the following sub-factor narratives:

- a. **Technical Topics Narratives:** Technical topics to be addressed in Proposals are identified in Section D-2: *Technical Topics* of RFP Appendix D: *Topics for Mandatory Narrative Responses*.
- b. **Service Topic Narratives:** Service topics to be addressed in Proposals are identified in Section D-2: *Service Topics* of RFP Appendix D: *Topics for Mandatory Narrative Responses*.
- c. **Project Management Topic Narratives:** Project Management topics to be addressed in Proposals are identified in Section D-2: *Project Management Topics* of RFP Appendix D: *Topics for Mandatory Narrative Responses*.

**5.4.3 Scoring of Vendor Company and Staffing Qualifications**

Vendor qualifications (including any Subcontractors) will be allocated a maximum score of twenty (20) points which will be distributed among the following sub-factors: Corporate Qualifications; Organization and Size of the Vendor's Proposed Project Team; Qualifications of the Proposed Project Manager; and Qualifications of Proposed Key Staff. (See Appendix E for Requirements)

**5.4.4 Scoring the Project Cost**

Vendor proposed Project Cost will be allocated a maximum score of thirty (30) points. The State will consider prices provided in Tables F-1: *Activities/Deliverables/Milestones Pricing Worksheet* and F-2: *Proposed Position – Initial Contract Term Vendor Rates Worksheet*, F-3: *Proposed Vendor Staff and Resource Hours Worksheet* and F-4: *Future Vendor Rates Worksheet*. Required Cost information is intended to provide a sound basis for comparing costs.

***Remainder of this page intentionally left blank.***

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

## **6. GENERAL CONTRACT REQUIREMENTS**

### **6.1 State of NH Terms and Conditions and Contract Requirements**

The contract requirements set forth in Section 6: *General Contract Requirements*, herein and the *State of New Hampshire Terms and Conditions* contained in Appendix G-4 shall constitute the basis for any contract resulting from this RFP.

### **6.2 Contract Term Dates**

See Section 1.3: *Contract Term*.

### **6.3 Non-Exclusive**

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 identified under this procurement.

### **6.4 Vendor Selection**

Each Proposal will be evaluated and considered with regard to the services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.

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

### **6.5 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 RFP, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and Appendix G-4: *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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**6.6 Project Budget/Price Limitation**

The State has funds budgeted for this Project, subject to Section G-4.2: *Conditional Nature of Contract* of the State of New Hampshire Terms and Conditions contained in Appendix G -4: *State of New Hampshire Terms and Conditions*.

**6.7 State Contracts**

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

**6.8 HIPAA**

The State intends to protect the privacy and provide for the security of any protected health information disclosed to the Vendor in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and any other applicable laws or regulations. **To the extent HIPAA applies**, the Vendor shall at no additional cost to the State, enter into Contractual agreements with the State required to comply with HIPAA, as applicable and deemed necessary by the State, including but not limited to a *Business Associate Agreement (BA)* substantially in the form attached hereto as Appendix G-5, as applicable and deemed necessary by the State. If HIPAA applies and the parties are unable to reach agreement on the BA, the State may reject the Vendor at its sole discretion and proceed with Vendor selection in accordance with Section 6.4: *Vendor Selection*, of this RFP.

**6.9 Vendor Staff**

In their Proposal the Vendor shall assign and identify a Project Manager and key Vendor Staff, in accordance with the requirements and deliverables of Appendix C: *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, at the State's discretion, review of the proposed Project Manager's resume and qualifications, and an interview. The Project Manager must have full authority to make binding decisions under the Contract and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond within two (2) hours to inquiries from the State, and at the site as needed. The Vendor must use his or her best efforts on the Project. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract.

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.

At least one full time equivalent (FTE) of the Vendor's Project Staff shall be located and operate at the State's agreed upon worksite during application and warranty periods.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

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

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

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.

**6.10 Project Work Plan**

Vendor shall submit a preliminary Project Work Plan in its Proposal. The Project Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment schedule. A finalized Project Work Plan will be due ten (10) business days after Contract award and approval by Governor and Executive Council.

The Vendor shall update the Project Work Plan as necessary, but no less than bi-weekly to accurately reflect the status of the project schedule, tasks, deliverables, critical events, task dependencies, and payment schedule. Any updates to the Project Work Plan shall require the prior approval of the State. Unless otherwise agreed in writing by the State, changes to the Project 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 the Vendor requires additional time to correct deficiencies, the schedule shall not change unless previously agreed in writing by the State. In the event of a delay in the schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the project. The schedule shall automatically extend on a day-to-day basis to the extent that the State's execution of its major tasks takes longer than described in the Project Work Plan.

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

In the event that the Contract is amended and approved by the New Hampshire Governor and Executive Council to include the construction, testing, and implementation phase of the project, the Work Plan shall be updated to include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment schedule for this additional work.

**6.11 Deliverables**

The Vendor shall provide the State with the Deliverables in accordance with the requirements, terms of the Contract. All Deliverables shall fully meet and perform in accordance with the Specifications of the RFP and resulting Contract(s). Upon its submission of a Deliverable, the

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

Vendor shall represent that it has performed its obligations under the Contract associated with the Deliverable. Descriptions of the Deliverables are provided in Appendix D.

Unless otherwise stated in the Contract documents, the State's review of all Deliverables will be in accordance with the time periods set forth in the Work Plan. For each rejection, the Acceptance Period shall be extended at least one time, and thereafter may be extended, at the option of the State, by the corresponding time required to correct any identified Class A or Class B deficiency, retest or review, as applicable, provided however, that the Vendor shall not be obligated to continue performance if it reasonably believes that it cannot correct the deficiency, in which case it shall promptly notify the State thereof and the State may immediately declare Vendor in Default, avail itself of the remedies available to it in law and in equity.

Once an individual Deliverable is accepted, all sums due and payable relating thereto are non-refundable and non-cancelable; however, notwithstanding the foregoing, in the event the State rejects a software Deployment, the State shall have the right to pursue all remedies under the Contract, at law and in equity, including but not limited to, the right to replacement and re-implementation costs. Refer to Appendix G-4 Section 8 Termination for Default.

**6.11.1 Software Deliverables Review**

There are no software deliverables for this phase of the RFP.

**6.11.2 Non-Software Deliverables Review**

Before the commencement of work on Non-Software Deliverables, the Vendor shall provide to the State an agenda, template, or draft course curriculum and handout materials (or other appropriate materials), for review and prior written approval by the State. The State will review and either approve the proposed content for the Non-Software Deliverable or not accept it and specify what the State requires. The finalized agenda, template, or draft course curriculum (or other appropriate material), will then be utilized to subsequently review the Deliverable to ensure it has met the State's and Vendor's expectations and can be accepted or not accepted based on previously agreed upon criteria.

After receiving written Certification from the Vendor that a Non-Software Deliverable is final, complete, and ready for review, the State will review the Deliverable and the State will notify the Vendor in writing of its Acceptance or Rejection of the Deliverable. If the State rejects the Deliverable, the State will notify the Vendor, in detail, of the nature and class of the Deficiency and the Vendor must correct the Deficiency within five (5) business days, or within the period identified in the Work Plan, as applicable.

Upon receipt of the corrected Deliverable, the State will have five (5) business days to review the corrected Deliverable and notify the Vendor of its Acceptance or rejection thereof with the option to extend the review period up to five (5) additional business days. If the Vendor has failed to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Vendor to continue until the Deficiencies are corrected. If the Vendor is unable to remedy the Deficiency during the cure period, then the

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

State may declare the Vendor in default, pursuant to Appendix G-4, Section 8, and immediately pursue its remedies at law and in equity.

**6.11.3 Written Deliverables Review**

Before the commencement of work on Written Deliverables, the Vendor shall provide to the State a Table of Contents, template, draft or sample document for review and prior written approval by the State.

The State will review and either approve the proposed content for the written Deliverable or not accept it and specify what the State requires. The finalized Table of Contents, template, or a draft or sample document, will then be utilized to subsequently review the Deliverable to ensure it has met the State's expectations and can be accepted or not accepted based on previously agreed upon criteria.

After receiving written Certification from the Vendor that a Written Deliverable is final, complete, and ready for review, the State will review the Deliverable and the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable. If the State rejects the Deliverable, the State will notify the Vendor, in detail, of the nature and class of the Deficiency and the Vendor must correct the Deficiency within five (5) business days, or within the period identified in the Work Plan, as applicable.

Upon receipt of the corrected Deliverable, the State will have five (5) business days to review the corrected Deliverable and notify the Vendor of its acceptance or rejection thereof with the option to extend the review period up to five (5) additional business days. If the Vendor has failed to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Vendor to continue until the Deficiencies are corrected.

If the Vendor is unable to remedy the Deficiency during the cure period, then the State may declare the Vendor in default, pursuant to Appendix G-4, Section 8, and immediately pursue its remedies at law and in equity.

**6.12 Warranty**

**6.12.1 System Requirements, Design, and Technical Specifications Warranty**

The following warranty provisions shall apply to the system requirements, design, and technical specification, services, written deliverables, and non-software deliverables.

**6.12.1.1 Deliverables and Non-software Deliverables**

The Vendor shall warrant that the Deliverables and the Non-Software Deliverables, including but not limited to the design, format, navigation, content, interactive components, must conform to the specifications, terms, and requirements of the Contract.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**6.12.1.2 Services**

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

**6.12.1.3 Non-Infringement**

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

**6.12.1.4 Personnel**

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

**6.12.1.5 Warranty Period**

The Warranty Period shall commence upon the State's acceptance of a Deliverable or Non-Software Deliverable and shall extend for 60 days.

**6.13 Administrative Specifications**

**6.13.1 Reasonable Travel Expenses**

The Vendor must assume all travel and related expenses. All labor rates will be "fully loaded", including, but not limited to:

- Meals;
- Hotel;
- Airfare;
- Car rentals;
- Car mileage; and
- Out-of-pocket expenses

**6.13.2 Shipping and Delivery Fee Exemption**

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

**6.13.3 Project Workspace and Office Equipment**

The State will provide the following workspace and office equipment, for at least one full time equivalent position, for the project:

- Workstations for the Vendor that will be assigned full time to the project;
- Furnishings and telephones for workstations;

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

- Meeting facilities sufficient to satisfy project needs (the Vendor and State will agree to these needs during the finalization of the Project Work Plan);
- Shared office equipment, including printers and photocopiers.

The State Agency will work with the Vendor to determine the requirements for providing any other office equipment, including desktop computers for the Vendor's staff. If a Vendor has specific requirements, they must be included in the Vendor's Proposal.

**6.13.4 Access/Cooperation**

As applicable, and subject to the applicable laws and regulations, the State will provide the Vendor with access to all program files, libraries, personal computer-based software packages, network security, and hardware as required completing the Contracted IT Services.

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

**6.13.5 State-Owned Documents and Copyright Privileges**

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

**6.13.6 Intellectual Property**

The State shall hold all ownership, title, and rights in any Deliverables and documentation developed in connection with performance of obligations under the Contract. The State shall have sole right to produce, publish, or otherwise use such Deliverables, and documentation developed under the contract and to authorize others to do so in accordance with 45 CFR 95.917.

**6.14 Pricing**

**6.14.1 Activities/Deliverables/Milestones Dates and Pricing**

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable in phase one. A worksheet is provided in Appendix F-1, Table F-1-1: *Activities/Deliverables/Milestones Pricing Worksheet*.

**6.14.2 Invoicing**

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted must meet with the approval of the State and said approval 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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

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.

**6.14.3 Over Payments to the Vendor**

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

**6.14.4 Credits**

The State may apply credits due to the State against the Vendor's invoices with appropriate information attached.

**6.14.5 Records Retention and Access Requirements**

The Vendor shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

The Vendor shall also agree to the following:

The Vendor and any of 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 the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years after the final payment on the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation does not terminate within six (6) years from the date of expiration or termination of the Contract.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items 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 will be at no cost to the State during the three (3) year period after the Contract term or six (6) year term following litigation. 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 material issued under the Contract is calculated or derived from these factors.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**6.14.6 Accounting Requirements**

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

**6.15 Contract Security/Performance Bond**

There is no contract security/performance bond required by the State.

**6.16 Project Holdback**

There is no holdback for this project.

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**APPENDIX A: BACKGROUND INFORMATION**

**A-1 Department of Health and Human Services (DHHS)**

The mission of the New Hampshire Department of Health and Human Services (DHHS) is to join communities and families in providing for citizens to achieve health and independence. DHHS is responsible for the administration of State and Federal funds. The Division of Public Health Services (DPHS) within DHHS is the State's public health agency and provides a wide array of public health services. One of these services is laboratory services provided by the NH Public Health Laboratories (PHL).

The New Hampshire PHL has relied on the Laboratory Information Tracking System, hereinafter referred to as LITS, to support its laboratory information management needs. LITS is tracking a portion of the laboratory's testing however, due to the need to manage information across all areas; the current system must be either be enhanced or replaced. LITS was developed in-house based on the Centers for Disease Control (CDC) software of the same name. CDC has declared all LIMS must be Public Health Information Network (PHIN) compliant by August 31, 2010. The PHIN requirements for LIMS are very daunting and would require an unacceptable amount of time to complete, given the level of State resources. Since 1999, only one testing area has been added to the software. Many enhancements have been made to the LITS software, however the software development life cycle for future testing to be added spans many years into the future with an uncertain outcome. With this diminishing capacity for State Office of Information Technology (OIT) support, the State needed to study the feasibility and cost/benefit of enhancing vs. replacing its existing LITS. The State has sought to gather information from a variety of Vendors to aid it in evaluating approaches to allow the PHL to accession samples and specimens, track the testing process, report test results, providing statistical analyses, bill for services, and flexibly manage and report data.

The DHHS and the DPHS, have solicited information regarding solutions for providing a Laboratory Information Management System (LIMS) for the Public Health Laboratories (PHL), by issuing a Request for Information (RFI). The State sought to gain a better understanding of the available approaches; therefore, responses were solicited from a wide range of respondents in accordance with the objectives and parameters established in its RFI. The focal point of this RFI was to evaluate the feasibility and cost/benefit of retaining vs. replacing vs. a combination of retaining and enhancing and/or replacing LITS, with attention to the unmet needs of several laboratory-testing areas. LITS was planned in the mid-1990s and originally put into production in the summer and fall of 1999. LITS contains modules that cover the testing areas: Bacteriology, Virology and Sexually Transmitted Diseases (STD's), Parasitology, Mycology, Lead, TB, Food Microbiology, and the Specimen Module for initial entry. LITS is a Powerbuilder 8.3 application deployed on Windows XP PCs. LITS has an Oracle 10g database. There are approximately fifty users, all of whom are within the departmental Wide Area Network (WAN). The uncovered testing areas include: Dairy, Shellfish Waters, Rabies, Paralytic Shellfish Poisoning (Red Tide/Saxitoxin), Arboviruses (West Nile virus, Eastern Equine Encephalitis and other vector borne viruses), Molecular Diagnostics, Bioterrorism, Chemical Terrorism, and Chemistry (heavy metal testing in fish, soil, pottery, maple syrup, etc.), in addition to Radiological Chemistry

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

testing. As a result of the RFI, the PHL has concluded the most feasible approach is the replace the existing LITS with a COTS LIMS solution.

The State's preliminary objectives for a LITS replacement include:

- Retain best concepts and features of LITS
- A LIMS to support lab operations:
  - Provide Quality Assurance reports
  - Provide test tracking and data management across all testing areas
  - Provide billing functions for all testing areas
  - Provide audit trail capability where required
  - Provide electronic information exchange
  - Provide Ad hoc (user-friendly and customizable) management reports
  - A LIMS that incorporates the guidance for PHLs as set forth by the Association of Public Health Laboratories (APHL).
  - A LIMS that incorporates the guidance for PHLs as set forth by the Public Health Information Network (PHIN)
  - A LIMS that incorporates regulatory compliance with Clinical Laboratory Improvement Act (CLIA), Food and Drug Administration (FDA), US Department of Agriculture (USDA), American Industrial Hygiene Association (AIHA), and other regulatory agencies as applicable.

## **A-2 Office of Information Technology and Technology Status**

The Project will be conducted in cooperation with the New Hampshire Office of Information Technology (OIT). Created in the summer of 2003, OIT oversees implementation of all statewide Information Technology activities.

### **A-2.1 Statewide Strategic Information Technology Plan (SSITP)**

The Office of Information Technology recently published a State of New Hampshire four (4) year Statewide Strategic Information Technology Plan (SSITP) 2005-09. The October 2005 SSITP 2005-09 contains the vision, goals, and strategy for the electronic delivery of government services on the Internet and details future e-government direction and implementation strategy. The SSITP 2005-09 helps government leaders anticipate and respond to significant external changes, accelerates IT learning across State agencies, and leverages investments in Information Technology across State agencies.

### **A-2.2 Technical Architecture**

Components of the State's technical architecture include:

- State Network Environment: The State operates ten (10) independent, wide-area networks using frame relay technology. Some State agencies support their own networks, some out-source the support, and some use the resources of another agency.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

- Internet Access: All State agencies are connected to the State's intranet, New Hampshire State Unified Network (NH SUN). This WAN provides access to email, the Internet, and the State's financial applications. Some agencies have their own Internet service providers in addition to NH SUN.
- Electronic Payment Processing: Paymentech provides credit card processing services for the State. Most electronic credit card transactions are processed through the State's payment engine. Transactions are sent to the credit card processor via name/value pairs or XML format.

### **A-2.3 Future Systems Environment**

Future design and development efforts should conform to the emerging environment as defined by current Information Technology initiatives, the Statewide Strategic Information Technology Plan 2005-09, and the State's e-Government Architecture Plan. This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-payment, content search), where possible.

The selected design must be able to integrate with the State standard components described above (NH SUN (State's Intranet), e-licensing, e-payment, electronic content management).

The process and software application should integrate with the State of New Hampshire standard application for electronic content management. This includes but is not limited to imaging, web content management, document management, record management, report management, web publishing, case management, workflow, and electronic forms.

### **A-3 Current Interfaces**

Currently there are no interfaces with the existing LITS system. However, in the next six (6) months it is anticipated there will be an interface with the DPHS's Bureau of Disease Control Disease Surveillance Management System (DSMS). This interface will be for Electronic Laboratory Reporting (ELR) and will transmit records to the DSMS in Health Level 7 (HL7) format.

### **A-4 Related Documents Required**

- a. Certificate of Good Standing/Authority  
(Dated after April of the current year and available from the Office of the Secretary of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on:  
[www.state.nh.us/sos/corporate/index.htm](http://www.state.nh.us/sos/corporate/index.htm))
- b. Certificate of Vote (Appendix G-6)
- c. Proof of Insurance Compliance with Appendix G-4: *State of New Hampshire Terms and Conditions*, Section 4.14: *Insurance*.

### **A-5 State Project Team**

State high-level staffing for the project will include:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

The Project Manager is:

**Gerald S. Bardsley  
Division of Public Health Services, PHL  
New Hampshire Department of Health and Human Services  
29 Hazen Drive  
Concord, NH 03301  
Telephone: (603) 271-0548  
E-mail: [jbardsley@dhhs.state.nh.us](mailto:jbardsley@dhhs.state.nh.us)**

The OIT Information Technology Manager listed below will review all technical data before State acceptance:

**Mark Parris  
Office of Information Technology  
49 Donovan Street  
Concord, NH 03301  
Telephone: (603) 271-0989  
E-mail: [mark.parris@oit.nh.gov](mailto:mark.parris@oit.nh.gov)**

**A-5.1 Project Sponsor**

The Project Sponsor, Christine L. Bean, Director PHL, will be responsible for securing financing and resources, addressing issues brought to her attention by the State Project Manager, and assisting the State Project Manager in promoting the project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

**A-5.2 State Project Manager**

The State Project Manager will be responsible for:

- Leading the project;
- Promoting the project statewide;
- Developing project strategy and approach;
- Engaging and managing all Vendors;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.
- Ensuring that the project is completed to the satisfaction of all parties and in a timely manner
  - Ensuring project meetings are scheduled as needed and meeting minutes are documented as needed
  - Ensuring sign-offs are required of all parties at each significant step of the development process, prior to starting the next phase of the project
  - Ensuring that all appropriate testing is conducted

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

Information is requested in Section 4.20: *Proposal Content*, to enable the State to contract for project implementation with an experienced Vendor. Coverage in Appendix B is limited to specific minimum requirements. A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

**B-1 Proposal Submission**

The Proposal must be submitted on time, as defined in this RFP in Section 1.5: *Schedule of Events* and include the properly completed Transmittal Form Letter contained in Section 4.20.2: *Transmittal Form Letter*.

**B-2 Compliance with Requirements**

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

**B-3 Proposed Project Team**

Vendor key personnel for this project are defined as one (1) Project Manager and one (1) Business Analyst and others engaged for their special LIMS knowledge as required. These key personnel will comprise the selected Vendor's core team. No subsequent substitutions may be made to the key personnel designated in the Vendor's proposal made in response to this RFP without the prior approval of DHHS. All Vendor Key Personnel must possess the qualifications and experience set forth in Table B-1 below.

**Table B-1 Qualifications of Key Personnel**

| <b>Key Personnel</b>                                                       | <b>Qualifications</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Manager                                                            | <ul style="list-style-type: none"><li>- Minimum seven (7) years of information technology experience, including five (5) years of project management experience on a LIMS project.</li><li>- Responsibilities must have included systems analysis, development, maintenance, enhancement, and implementation.</li><li>- The project manager must also have had significant responsibility for a project similar in size, functionality and scope.</li><li>- In-depth knowledge of CLIA regulations</li></ul> |
| Business Analyst                                                           | <ul style="list-style-type: none"><li>- Minimum of six (6) years experience as a Business Analyst associated with a late generation medium or large-scale projects.</li><li>- Minimum of four (4) years LIMS experience of similar size, complexity, and scope.</li><li>- Knowledge of CLIA regulations</li></ul>                                                                                                                                                                                            |
| Other Personnel engaged for special knowledge of LIMS systems as necessary | <ul style="list-style-type: none"><li>- 2 years experience with LIMS or clinical and environmental laboratory operations.</li></ul>                                                                                                                                                                                                                                                                                                                                                                          |

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**APPENDIX C: REQUIREMENTS AND DELIVERABLES**

**C-1 SCOPE OF WORK**

This project is split into two (2) phases. The objective of Phase 1 of this project is to develop functional requirements, generate work flow diagrams, market analysis, cost benefit analysis, generate a requirements matrix as well as other documents to include a Request for Proposals (RFP) to procure a LIMS for the PHL. The second phase will consist of assisting the PHL in evaluating the proposals received as a result of the RFPs as well as generating demonstration scripts, based on the PHL requirements.

**C-2 REQUIREMENTS**

Vendors shall complete a checklist based on the following format.

**Table C-2 General Requirements – Vendor Response Checklist**

General Requirements pertain to personnel, facilities and conditions of the development environment

Vendors shall complete a checklist based on the following format. Indicate whether the requirement is included in the solution without modification (Y), with modification (M), or not at all (N) and add additional information in the Comments column.. If modifications are needed to meet requirements, those modifications must be included in the cost.

**Table C-2 System Requirements and Deliverables -Vendor Response Checklist**

| REQ NO. | Requirement/Deliverable                                                                                                                                                                                                                                                                                                                                               | M/O | Y/M/N<br>(see above) | Comments |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------------------|----------|
|         | <b>GENERAL REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                           |     |                      |          |
| G-1     | The Vendor shall participate in an initial kick-off meeting to initiate the project.                                                                                                                                                                                                                                                                                  |     |                      |          |
| G-2     | The Vendor shall provide Project Staff as specified in the RFP.                                                                                                                                                                                                                                                                                                       |     |                      |          |
| G-3     | Vendor shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Project 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 no less than bi-weekly. |     |                      |          |
| G-4     | The Vendor will provide detailed monthly status reports on the progress of the project, which will include expenses incurred year to date.                                                                                                                                                                                                                            |     |                      |          |
| G-5     | All user, technical, and system documentation as well as project schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the project documentation.                                                                                                                             |     |                      |          |

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**C-3 DELIVERABLES**

**Table C-3 Deliverables Vendor Response Checklist**

| <b>Activity, Deliverable or Milestone</b>                                                                                                                                             | <b>Deliverable Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Explain how your solution meets the requirement. Cite the page of your proposal.</b> | <b>Comments</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------|
| <b>Phase 1</b>                                                                                                                                                                        | Phase 1 - A formal requirements analysis / feasibility study. Activities within this phase include requirements elicitation and analysis, cost benefit analysis of DPHS alternatives, documentation of all current and future workflows, a requirements traceability matrix and a formal Request for Proposal for LIMS Software and other (Hardware, etc.) products and services.                                                            |                                                                                         |                 |
| Conduct Project Kickoff Meeting                                                                                                                                                       | Non-Software                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                         |                 |
| Status Meetings                                                                                                                                                                       | Non-Software                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                         |                 |
| Project Work Plan                                                                                                                                                                     | Written                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                         |                 |
| Goals and Objectives Document                                                                                                                                                         | Written                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                         |                 |
| Conduct market research and user requirements analysis to incorporate the best of the current system features with new system functionality designed to meet current and future needs | Non-Software                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                         |                 |
| Functional Requirements Document to include current and future workflows, traceability matrix                                                                                         | Written                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                         |                 |
| LIMS Market analysis to include Cost Benefit Analysis of Alternatives,                                                                                                                | Written                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                         |                 |
| RFP for LIMS                                                                                                                                                                          | Non-Software                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                         |                 |
| <b>Phase 2</b>                                                                                                                                                                        | Phase 2 involves support for PHL during the acquisition cycle after publication of the RFP through the selection of the implementation Vendor. Support would include consultation for vendor questions on the Implementation RFP, set up and conduct of oral presentations and the selection process and consultation on questions arising from the contract negotiation process. NOTE – Phase 2 requires amendment to Contract to activate. |                                                                                         |                 |
| Vendor Demonstration Scripts                                                                                                                                                          | Written                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                         |                 |
| Vendor Selection Support                                                                                                                                                              | Non Software                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                         |                 |

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES**

Vendors must limit narrative responses describing the Solution, Technical, Services and Project Management topics defined for this RFP 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.

| <b>Topic</b>                                                 | <b>Page Limit</b> |
|--------------------------------------------------------------|-------------------|
| <b>D-1 Proposed Solution</b>                                 |                   |
| Topic 1 – Requirements Analysis/RFP                          | 10                |
| Topic 2 – Selection Support                                  | 7                 |
| <b>D-2 Technical, Service, and Project Management Topics</b> |                   |
| Topic 3 - Technical Knowledge Transfer                       | 2                 |
| Topic 4 – Implementation Approach                            | 5                 |
| Topic 5 - Status Meetings and Reports                        | 3                 |
| Topic 6 - Risk and Issue Management                          | 3                 |
| Topic 7 - Scope Control                                      | 2                 |
| Topic 8 - Preparation of State Staff                         | 3                 |
| Topic 9- Quality Assurance Approach                          | 3                 |
| Topic 10 - Project Work Plan                                 | No Limit          |

**D-1 Proposed Solution**

**Topic 1 – Requirements Analysis**

Response Page Limit: 10

- Vendors should describe their methodology for conducting a formal requirements analysis and feasibility study. Vendors should describe their experience with requirements elicitation and analysis, cost benefit analysis of alternatives, documenting of all current and future workflows, and generating requirements traceability matrix. Laboratory experience should be highlighted.
- Vendors should demonstrate their ability to use their knowledge of the LIMS market to satisfy requirements of the PHL.
- Vendors should describe their experience and qualifications for writing formal Requests for Proposals for software, preferably for a LIMS.

**Topic 2 – Selection Support**

Response Page limit: 7

The selection support phase involves support for PHL during the acquisition cycle after publication of the RFP through the selection of the implementation Vendor. Support would include consultation for vendor questions on the Implementation RFP, set up and conduct of

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

oral presentations and the selection process and also consultation on questions arising from the contract negotiation process.

- Vendors should describe pertinent experience and qualifications to include generation of demonstration scripts.
- Vendors should describe any LIMS evaluation tools they have used or designed.

**D-2 Vendor Technical, Service and Project Management**

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a vendor. A maximum length of response for each topic is defined.

**Topic 3 – Technical Knowledge Transfer**

Response Page Limit: 2

- The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management.

**Topic 4 –Implementation Approach**

Response Page Limit: 5

- Provide one or more feasible implementation plans. For each plan provided:
  - a. Identify timeframes for major milestones, including timing for discontinuing legacy;
  - b. Discuss cost implications of the plan, including implications on maintenance fees; and
  - c. Address the level of risk associated with the plan.

Conclude by recommending a single Implementation Plan, which is used as a basis for the cost proposal.

**Topic 5 – Status Meetings and Reports**

Response Page Limit: 3

- The State believes that effective reporting through meetings and written reports are essential to project success. At a minimum, the State expects the following:
  - **Introductory Meeting:** Participants will include key Vendor staff and State project leaders from the DPHS and the Office of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.
  - **Kickoff Meeting:** Participants will include the State and Vendor project teams. This meeting is to establish a sound foundation for activities that will follow.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

- Status Meetings: Participants will include project leaders from the Vendor and the State. These meetings, which will be conducted at least biweekly, will address overall project status and any additional topics needed to remain on schedule and within budget. A status report from the Vendor will serve as the basis for discussion.
- Special Meetings: Need may arise for a special meeting with State leaders or project stakeholders to address specific issues.
- Exit Meeting: Participants will include project leaders from the Vendor and the State. Discussion will focus on lessons learned from the project and on follow up options that the State may wish to consider.

The State expects the Vendor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Project Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility.

Vendor shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. The Vendor's Project Manager shall produce reports related to Project Management as reasonably requested by the State. Vendor shall produce project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Project Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two (2) week period
- e. Future activities
- f. Issues and concerns requiring resolution
- g. Report and remedies in case of falling behind schedule

Describe the process that will be employed. Be sure to cover the following:

- Timing, duration, recommended participants and agenda for the kickoff meeting;
- Frequency and standard agenda items for status meetings;
- Availability for special meetings; and
- Agenda for the exit meeting.

As an appendix, provide an example of status reports prepared for another project. Names of the project and of any individuals involved may be removed.

**Topic 6 – Risk and Issue Management**

Response Page Limit: 3

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

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

**Topic 7 – Scope Control**

Response Page Limit: 2

- Suggest an approach for scope control. Describe how the approach has been employed effectively on another project.

**Topic 8 - Preparation of State Staff on the Project Team**

Response Page Limit: 3

- Describe how State staff assigned to the Project Team will be prepared to contribute. Provide an overview of interactions and dependencies between functions.

**Topic 9 – Quality Assurance Approach**

Response Page Limit: 3

- The State has identified three categories of deliverables:
  - Written Deliverables, such as a training plan;
  - Software Deliverables (if appropriate), such a configured software module; and
  - Non-software Deliverables, such as conduct of a training course.
- Describe the methodology that will be employed to assure that each type of deliverable is of high quality before submission for State consideration. Discussion should include but not limited to:
  - Provision for State input to the general content of a written deliverable prior to production;
  - The standard for Vendor internal review of a written deliverable prior to formal submission; and
  - Testing of software deliverables before submission for acceptance testing.

**Topic 10 - Project Work Plan**

Response Page Limit: None

- The State sees a Project Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Project Work Plan during contract negotiation with the selected Vendor and to incorporate the refined Work Plan by reference into a contract.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

- Provide a preliminary Project Work Plan depicting tasks, task dependencies, schedule, milestones, deliverables, and payment schedule. Define both proposed written and software deliverables. Include sufficient detail that the State will be able to identify departures from the plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all deliverables to be produced in the project. Ensure that all Deliverables and milestones are identified in the Project Work Plan. Identify and discussion the following:
  - All assumptions upon which the Project Work Plan is based;
  - Descriptions of recommended roles by activity and time required for both State and vendor members of the Project Team;
  - Assignments of members of the vendor's team identified by role to specific tasks; and
  - Critical success factors for the project.

Discuss how this Project Work Plan will be used and State access to plan details, including resource allocation. Also, discuss frequency for updating the plan, at a minimum bi-weekly, and for every status meeting. Explain how the State will know whether the project is on schedule and within budget.

**D-3 Scoring of Vendor Qualifications**

Refer to Appendix E.

**D-4 Scoring of Vendor Pricing**

Refer to Appendix F.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

To facilitate evaluation of Vendor qualifications, the State seeks information about: (1) corporate qualifications of each Vendor proposed to participate in the project, and (2) proposed team organization and designation of key staff. This appendix identifies specific information that must be submitted.

**E-1 Required Information on Corporate Qualifications**

Information is required on all Vendors that will participate in the project.

**E-1.1 Vendor and Subcontractors**

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

**E-1.1.1 Corporate Overview (5 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 the following:

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

**E-1.1.3 Litigation**

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

**E-2 Team Organization and Designation of Key Vendor Staff**

Provide 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 as specified in Appendix B-3 *Proposed Project Team*.

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**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. See *Appendix B*.

The State requires that the Project Manager be assigned full time, on site for the duration of the project. 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 references, with contact information, that can address the candidate's performance on past projects.

**E-4 Candidates for Key Vendor Staff Roles**

Provide a resume not to exceed three (3) pages for each key Vendor staff position on the project team as specified in *Appendix B-3 Proposed 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 references, with contact information, that can address the individual's performance on past projects.

Although the State recognizes that staff availability is somewhat uncertain, qualifications of key staff assigned to the project are critical. Describe any assurances that will enable the State to have confidence that individuals proposed for key Vendor staff positions will be available for and assigned to the proposed project solution.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**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 Worksheets**

The Vendor must include, within the Firm Fixed Price for IT service activities, tasks and preparation of required deliverables, pricing for the deliverables required based on the proposed approach, methodology and tools for Phase One. The Vendor must use the hourly rates worksheet below for Phase two, Selection Support activities. The following formats must be used to provide this information.

**Table F-1 : Activities/Deliverables/Milestones Pricing Worksheet for Phase One**

| Activity, Deliverable or Milestone                                                                                                                                                    | Delivery Type | Payment | Delivery Date |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------|---------------|
| Conduct Project Kickoff Meeting                                                                                                                                                       | Non-Software  |         |               |
| Status Meetings                                                                                                                                                                       | Non-Software  |         |               |
| Project Work Plan                                                                                                                                                                     | Written       |         |               |
| Goals and Objectives Document                                                                                                                                                         | Written       |         |               |
| Conduct marked research and user requirements analysis to incorporate the best of the current system features with new system functionality designed to meet current and future needs | Non-Software  |         |               |
| Functional Requirements Document to include current and future workflows, traceability matrix                                                                                         | Written       |         |               |
| LIMS Market analysis to include Cost Benefit Analysis of Alternatives,                                                                                                                | Written       |         |               |
| RFP for LIMS                                                                                                                                                                          | Non-Software  |         |               |
| <b>Total for Requirements Analysis phase</b>                                                                                                                                          |               |         |               |

**Note – Phase 2 will be awarded contingent upon: successful completion of Phase 1, State release of a statement of work for Phase 2, State acceptance of vendor proposal for Phase 2 (based on rates for Table F-4), and acceptance of a contract amendment by Governor and Executive Council.**

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

Using the format provided in the following table, list titles of proposed positions on the Project Team to be filled by Vendor staff. Include hours and rates for all staff on the Vendor Project Team through completion.

**Table F-2 : Proposed Position – Initial Contract Term Vendor Rates Worksheet**

| Position Title | Hours | Hourly Rate | Subtotal<br>(Hours X Rate) |
|----------------|-------|-------------|----------------------------|
| Position #1    |       |             |                            |

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

|             |  |       |  |
|-------------|--|-------|--|
| Position #2 |  |       |  |
| Position #3 |  |       |  |
|             |  | Total |  |

**F-3 Proposed Vendor Staff and Resource Hours Worksheet**

Use the Proposed Vendor Staff Position and Resource Hours Worksheet to indicate the individuals that will be assigned to the project. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

**Table F-3: Proposed Vendor Staff and Resource Hours Worksheet**

| Title            | Name | Requirements Anal. | Selection Support | Total |
|------------------|------|--------------------|-------------------|-------|
| Project Manager  |      |                    |                   |       |
| Business Analyst |      |                    |                   |       |
| Position #1      |      |                    |                   |       |
| Position #2      |      |                    |                   |       |
| Totals           |      |                    |                   |       |

**F-4 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. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

**Table F-4: Future Vendor Rates Worksheet**

| Position Title   | SFY 2007 | SFY 2008 | SFY 2009 | SFY 2010 |
|------------------|----------|----------|----------|----------|
| Project Manager  |          |          |          |          |
| Business Analyst |          |          |          |          |
| Position #1      |          |          |          |          |
| Position #2      |          |          |          |          |

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**APPENDIX G: GENERAL STANDARDS AND REQUIREMENTS**

**G-1 IT Required Work Procedures**

1. All work done must conform to standards and procedures established by the Office of Information Technology and the State.
2. All products developed (requirements, Specifications, Documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by the Vendor to successfully complete the assumed assignment will be at the sole expense of the Vendor and provided by the Vendor.
4. Vendor must agree to provide an “equal or better” replacement for any personnel who leave employment of the Vendor during the course of the Contract.
5. Vendor must make the individuals available to be interviewed by the State before the Project assignment.
6. Vendor and its employees assigned to this Project must sign a “Computer Access and Use Agreement.”
7. The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.
8. Personnel assigned to the State must be available to work within ten (10) business days of the contract signing.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-2 Computer Access and Use Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO ONCE YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE'S COMPUTER FACILITIES.

**G-2.1 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, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), User understands and agrees to the following rules:

- That numerous security and privacy regulations, both State and federal apply to client and business information contained in all State of New Hampshire's information. Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- That any person or any use not specifically known by the User as being authorized to access or use Information shall be promptly reported to the appropriate supervisor.
- 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.
- That at no time shall User access or attempt to access any information without having the express authority to do so.
- That at no time shall User access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to entry/access.
- That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times User 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.
- That only equipment or software owned, licensed, or being evaluated by the State, can be used by User. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

- That at no time shall User share or use another person's confidential computer password(s) or premises access card.
- That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
- That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
- That if User 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.
- That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.
- That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

**G-2.2 Email Use**

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email" or "State-funded Email". The Authorized User understands and agrees that email shall not contain or be used for:

1. Any unlawful purpose.
2. Material that may be viewed as insulting. Demeaning, harassing or threatening (including sexual harassment).
3. Distribution of pornographic or obscene material.
4. Profane or abusive language.
5. Distribution of non-business materials including but not limited to jokes, chain letters, cartoons, sound files, amusement or entertainment purposes or executables not specifically business related.
6. Creating or transmitting statements, messages, languages, images, that might constitute hostile or offensive material likely to be disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or political beliefs.
7. Personal business or commercial business.
8. Invasion of the privacy of others.
9. Any use that compromises the integrity of the network, other network users, or any interruption or disruption of services or equipment.
10. Any use that reflects poorly on a State entity or the State of New Hampshire.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

11. Any lobbying contact or effort in support of such contacts, or causing others to make contact with members of the legislature or legislative committees including but not limited to: preparation and planning activities, research, and other background work that is intended at the time performed, to influence the approval, modification, or rejection of any legislation by the legislature of the State of New Hampshire or any committee thereof without the explicit consent of the Chief Information Officer (CIO) or its designee.
12. Misrepresentation of the Authorized User's identity, including using another's Authorized User ID and password.

Technical support personnel shall not review the content of an Authorized User's communications out of personal curiosity or at the behest of another without the required authorization. Authorized Users shall not intercept, disclose or assist in intercepting or disclosing any electronic communications, except as authorized by this policy.

Authorized Users shall move important information from email message files to shared folders and drives to ensure proper backup. Messages no longer needed shall be purged periodically from personal storage areas. Technical support personnel shall monitor storage usage and advise when limits are approaching storage limits or have been reached and purging is required.

### **G-2.3 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.

1. Authorized Users are given State provided access to Internet and Intranet resources to assist them in the performance of their jobs.
2. Internet/Intranet Authorized Users are responsible for all material accessed under their user ID.
3. Software for browsing is provided to Authorized Users for State related business use only.
4. The Authorized User understands and agrees that the Internet/Intranet shall not be used for:
  - a. Chat rooms, interactive games, and personal message boards
  - b. Downloading graphics, sound files, video clips or other files for personal use
  - c. Access to or the distribution of pornographic or obscene materials
  - d. Anything that interrupts or disrupts other network Authorized Users, services or equipment
  - e. Violations of the privacy of other Authorized Users or their data
  - f. Intentional copying of any software, program(s), or data without a prior, good faith determined that such copying is permissible. (Efforts to obtain permission shall be documented)
  - g. Intentional misrepresentation of yourself electronically as another, unless specifically authorized to do so by that Authorized User

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

- h.** Intentionally developing programs designed to harass users or to infiltrate a computer or computing and/or damage or alter the software components of same
- i.** Fund raising or public relations activities not specifically related to State business
- j.** Any purpose not directly related to the mission or intent of the agency

**Remainder of this page intentionally left blank.**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-3 New Hampshire Certificate of Authority or Certificate of Good Standing**

**(VENDORS NEED TO SUBMIT)**

As a condition of contract award, the Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 2006, 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-4 State of New Hampshire Terms and Conditions**

All RFP terms and conditions including but not limited to the following Terms and Conditions, shall constitute the basis for any and all contracts resulting from the RFP.

**STATE OF NEW HAMPSHIRE  
TERMS AND CONDITIONS**

**G-4.1 Effective Date: Completion of Services**

**G-4.1.1** The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approves this Contract (the "Effective Date").

**G-4.1.2** The State does not require the Vendor to commence work before the Effective Date; however, if the Vendor commences work before the Effective Date, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor for any costs incurred or services performed; however if the Contract becomes effective all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

**G-4.2 Conditional Nature of Contract**

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Vendor notice of such termination.

**G-4.3 Contract Price: Limitation on Price: Payment**

**G-4.3.1** The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B: *Price and Payment Schedule*, of the Contract.

**G-4.3.2** The payment by the State of the contract price shall be the only, and the complete reimbursement to the Vendor for all expenses, of whatever nature, incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the services provided under the Contract. The State shall have no liability to the Vendor other than the contract price.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-4.3.3** The State reserves the right to offset from any amounts otherwise payable to the Vendor under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through 7-C, or any other provision of law.

**G-4.3.4** Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, exceed the total price limitation of the Contract set forth in Exhibit B: *Price and Payment Schedule* of the Contract.

**G-4.4 Compliance by Vendor with Laws and Regulations: Equal Employment Opportunity**

**G-4.4.1** In connection with the performance of the Contract, the Vendor shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. The Vendor shall also comply with all applicable local, State, and federal licensing requirements and standards necessary in the performance of the Contract.

**G-4.4.2** During the term of the Contract, the Vendor shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

**G-4.4.3** If the Contract is funded in any part by monies of the United States, the Vendor 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 Vendor further agrees to permit the State or United States, access to any of the Vendor's books, records, and accounts for ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of the Contract.

**G-4.5 Regulatory/Governmental Approvals**

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

**G-4.6 Personnel**

**G-4.6.1** The performance of the Vendor's obligations under the Contract shall be carried out by the Vendor. The Vendor shall at its own expense provide all personnel, materials and resources required under the Contract and as necessary to perform the services under the Contract.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-4.6.2** The Vendor shall not hire, and shall permit no subcontract or other person, firm or corporation with whom it is engaged in a combined effort to perform the services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

**G-4.6.3** The Contracting Officer or his/her successor shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Contracting Officer's decision shall be final for the State.

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

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

Dispute Resolution Responsibility and Schedule Table

| <b>LEVEL</b> | <b>&lt;VENDOR&gt;</b> | <b><u>The State</u></b>                                          | <b><u>CUMULATIVE<br/>ALLOTTED<br/>TIME</u></b> |
|--------------|-----------------------|------------------------------------------------------------------|------------------------------------------------|
| Primary      | <NAME><br><TITLE>     | Gerald S. Bardsley<br>State Project Manager<br>(PM)              | 5 Business Days                                |
| First        | <NAME><br><TITLE>     | Christine L. Bean, PhD<br>Director, PHL<br>State Project Sponsor | 10 Business Days                               |
| Second       | <NAME><br><TITLE>     | Mary Ann Cooney<br>Director, DPHS                                | 15 Business Days                               |

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

**G-4.7 Termination**

**G-4.7.1 Termination for Default**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

- G-4.7.1.1** Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default, and the Vendor must cure the default within thirty (30) days, 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, at its sole discretion, and pursue its remedies at law or in equity or both.
- G-4.7.1.2** In the event the State declares the Vendor in default and terminates the contract, the State may, take at a minimum, any or all of the following actions:
- G-4.7.1.2.1** Set off against any other obligations the State may owe to the Vendor;
- G-4.7.1.2.2** Procure services that are the subject of the Contract from another source and the Vendor shall be liable for all damages up to the Contract price, including but not limited to (1) the cost difference between the original Contract price for services acquired from another source and (2) if applicable, all administrative costs directly related to the replacement of the Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; and
- G-4.7.1.2.3** Treat the Contract as breeched and pursue any of its remedies at law or in equity, or both.
- G-4.7.1.3** The Vendors shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.
- G-4.7.1.4** No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.
- G-4.7.1.5** 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 (2X) the total Contract price, except as otherwise provided in Appendix G-4 Section 13: *Indemnification*.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-4.7.1.6** 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.

**G-4.7.2 Termination for Convenience**

**G-4.7.2.1** The State may, at its sole discretion, terminate the Contract, 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*, Tables F-1: *Activities/Deliverables/Milestones Pricing Worksheet* and F-2: *Proposed Position- Initial Contract Term Vendor Rates Worksheet* in the RFP.

**G-4.7.2.2** 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.

**G-4.7.3 Termination for Conflict of Interest**

**G-4.7.3.1** The State may terminate the Contract by written notice if it is found 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.

**G-4.7.3.2** 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.

**G-4.7.4 Termination Procedure**

**G-4.7.4.1** 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 this Contract as has been terminated.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-4.7.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:

- a.** Stop work under this 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 this 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.

**G-4.8 Force Majeure**

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

**G-4.9 Information**

**G-4.9.1** In performing its obligations under the Contract, the Vendor may gain access to information of the State, including confidential information. The Vendor shall not use 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-4.9.2** The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all 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.

**G-4.9.3** 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 information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.

**G-4.9.4** In the event of unauthorized use or disclosure of the State's information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

**G-4.9.5** Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. 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.

**G-4.9.6** This Section G-4.9 shall survive termination or Contract Conclusion.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-4.10 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 or its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor or its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Vendor, its successors or assigns.

**G-4.11 Vendor's Relation to the State**

In the performance of the Contract, the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

**G-4.12 Assignment, Delegation and Subcontracts**

**G-4.12.1** The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

**G-4.12.2** The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. 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.

**G-4.13 Indemnification**

The Vendor shall indemnify, defend 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 the acts or omissions of the Vendor, its personnel or agents during the course of performance of the Services hereunder.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

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 Section G-4.13 shall survive termination or Contract Conclusion.

**G-4.14 Insurance**

**G-4.14.1** The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

**G-4.14.1.1** Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

**G-4.14.1.2** The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

**G-4.15 Waiver of Event of Default**

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, or any subsequent event. No express failure of any 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 default on the part of the Vendor.

**G-4.16 Notice**

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO VENDOR:

[Name]  
[Address]  
  
[City, State] [Zip]  
[Telephone Number]

TO STATE:

State of New Hampshire  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301  
(603) 271-4387

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-4.17 Amendment**

The Contract 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.

**G-4.18 Construction of Contract and Terms**

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

**G-4.19 Third Parties**

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

**G-4.20 Headings**

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

**G-4.21 Exhibits**

The Exhibits referred to in and attached to the Contract are made a part of it as if fully included in the text.

**G-4.22 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive.

**G-4.23 Entire Contract**

The Contract, which may be executed in a number of count arts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-5 HIPAA Standards for Privacy – Business Associate Agreement**

**STANDARD EXHIBIT H**

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, and with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, “Business Associate” shall mean the Contractor and “Covered Entity” shall mean the state of New Hampshire, Department of Administrative Services.

**G-5.1 Business Associate Agreement**

**G-5.1.1 Definitions**

- a. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR Section 164.501.
- b. “Data Aggregation” shall have the same meaning as the term “data aggregation” in 45 CFR Section 164.501.
- c. “Health Care Operations” shall have the same meaning as the term “health care operations” in 45 CFR Section 164.501.
- d. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- i. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

- j. Other Definitions all terms not otherwise defined herein shall have the meaning established under 45 CFR Parts 160, 162 and 164, as amended from time to time.

**G-5.1.2 Use and Disclosure of Protected Health Information (PHI)**

- a. Business Associate shall not use or disclose PHI except as reasonably necessary to provide the services outlined under Exhibit A: *Contract Deliverables* of the Agreement, as amended to include this Standard Exhibit H. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use, or disclose PHI in any manner that would constitute a violation of the Privacy Rule if so used by Covered Entity.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate.
  - ii. As required by law, pursuant to the terms set forth in paragraph c. below.
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A: *Contract Deliverables* of the Agreement, as amended to include this Standard Exhibit H, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

**G-5.1.3 Obligations and Activities of Business Awards**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

- a.** Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, as amended to include this Standard Exhibit H, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.
- b.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement, as amended to include this Exhibit H.
- c.** Business Associate shall make available all of its internal policies and procedures, books, and records relating to the use and disclosure of PHI received from or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy Rule.
- d.** Business Associate shall require all of its directors, officers, employees, agents, Subcontractors, and third parties that receive, use, or have access to PHI under the Agreement, as amended to include this Exhibit H, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3) k herein. Business Associate shall also require its agents, Subcontractors, and third parties to indemnify, defend, and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by the agents, Subcontractors, and third parties.
- e.** Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available, during Normal Business Hours, at its offices, all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement, as amended to include this Exhibit H.
- f.** Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI, in a designated record set, to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g.** Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a designated record set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h.** Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall, within two (2) business days, forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, as amended to include this Standard Exhibit H, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of the Agreement, as amended by this Exhibit H, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**G-5.1.4 Obligations of Covered Entity and Activities of Business Awards**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520 to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-5.1.5 Term and Termination**

- a. Term. The Agreement, as amended to include this Standard Exhibit H, shall become effective as of the date approved by Governor and Executive Council and shall continue in effect until (i) termination of the Agreement, (ii) termination as provided herein, or (iii) termination by mutual agreement of the parties.
- b. Termination for Cause. Covered Entity may immediately terminate the Agreement, as amended to include this Standard Exhibit H, if it determines that Business Associate has violated the Agreement. Upon Covered Entity's knowledge of a breach by Business Associate, Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**G-5.1.6 Miscellaneous**

- a. Definitions and Regulatory References. All terms used but not otherwise defined herein shall have the same meaning as those terms in the Privacy Rule, as amended from time to time. A reference in the Agreement, as amended to include this Standard Exhibit H, to a Section in the Privacy Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, as amended to include this Standard Exhibit H, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy Rule, and applicable federal and State law.
- c. No Third Party Beneficiaries. Nothing express or implied in the Agreement, as amended to include Standard Exhibit H, is intended or shall be deemed to confer upon any person or entity other than the Covered Entity, the Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities whatsoever.
- d. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- e. Interpretation. The parties agree that any ambiguity in the Agreement, as amended to include this Standard Exhibit H, shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy Rule.
- f. Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

relating to any non-permitted use or disclosure of PHI by the Business Associate, including without limitation its directors, officers, and employees.

- g.** Segregation. If any term or condition of this Standard Exhibit H or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Standard Exhibit H are declared severable.
- h.** Survival. Provisions in this Standard Exhibit H regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in Section 3k., the defense and indemnification provisions of Section 3d., and Section 6g. shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

STATE OF NEW HAMPSHIRE  
DEPARTMENT

\_\_\_\_\_  
Name of Authorized Representative  
Title of Authorized Representative

Date: \_\_\_\_\_

CONTRACTOR NAME

\_\_\_\_\_  
Name of Authorized Representative  
Title of Authorized Representative

Date: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-6 Escrow Agreement (Not Applicable)**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**G-7 Sample Certificate of Vote**

**CERTIFICATE**

(Corporation Without Seal)

I, \_\_\_\_\_, Clerk/Secretary of the

\_\_\_\_\_, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the \_\_\_\_\_, a  
\_\_\_\_\_ corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, which meeting was duly held in accordance with \_\_\_\_\_ (State of incorporation) law and the by-laws of the Corporation:

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

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

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

\_\_\_\_\_ President

\_\_\_\_\_ Vice President

\_\_\_\_\_ Treasurer

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

and;

(7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Clerk/Secretary

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2006, before me,  
\_\_\_\_\_, the undersigned Officer, personally appeared  
\_\_\_\_\_, who acknowledged her/himself to be the  
\_\_\_\_\_, of \_\_\_\_\_, a corporation,  
and that she/he, as such \_\_\_\_\_ being authorized to do so, executed the  
foregoing instrument for the purposes therein contained, by signing the name of the corporation by  
her/himself as \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: \_\_\_\_\_

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**APPENDIX H: TERMS AND DEFINITIONS**

The following terms and definitions apply to this RFP and any resulting contract

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Acceptance                  | 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.                                                                                                                                                                                                                                                                                                                                                                                                        |
| Agency                      | "Agency" shall mean any board, department, commission, hospital, sanitarium, home, library, school, college, prison or other institution conducted or operated by or for the state of New Hampshire, per reference RSA 21-I:11.                                                                                                                                                                                                                                     |
| APHL                        | Refers to the <b>A</b> ssociation of <b>P</b> ublic <b>H</b> ealth <b>L</b> aboratories                                                                                                                                                                                                                                                                                                                                                                             |
| Best and Final Offer (BAFO) | For negotiated procurements, a contractor's final offer following the conclusion of discussions.<br><a href="http://www.sba.gov/gcbd/glossary.htm">www.sba.gov/gcbd/glossary.htm</a><br><br>In negotiations, one or other of the parties declares that this is as far as they can go and it is up to the other to accept, or reject and 'walk away'<br><br><a href="http://www.projectauditors.com/Dictionary/B.html">www.projectauditors.com/Dictionary/B.html</a> |
| CCP                         | <b>C</b> hange <b>C</b> ontrol <b>P</b> rocedures                                                                                                                                                                                                                                                                                                                                                                                                                   |
| CDC                         | Refers to the <b>C</b> enters for <b>D</b> isease <b>C</b> ontrol                                                                                                                                                                                                                                                                                                                                                                                                   |
| CLIA                        | Refers to <b>C</b> linical <b>L</b> aboratory <b>I</b> mprovement <b>A</b> mmendment – regulations governing the operation of clinical laboratories                                                                                                                                                                                                                                                                                                                 |
| CR                          | <b>C</b> hange <b>R</b> quest                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| CM                          | <b>C</b> onfiguration <b>M</b> anagement                                                                                                                                                                                                                                                                                                                                                                                                                            |
| COTS                        | Refers to <b>C</b> ommercial <b>O</b> ff <b>T</b> he <b>S</b> helf software                                                                                                                                                                                                                                                                                                                                                                                         |
| Certification               | The Contractor's written Certification and full supporting and written documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.                                                                                                                                                                            |
| Confidential Information    | Information required to be kept Confidential from unauthorized disclosure.                                                                                                                                                                                                                                                                                                                                                                                          |
| Contract                    | Contract means a binding legal agreement between the State of New Hampshire and the Contractor. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.                                                                                  |
| Contract Conclusion         | Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.                                                                                                                                                                                                                                                                                   |

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CDC               | The Federal Centers for Disease Control and Prevention                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 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 State in all Contract administration activities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Contractor        | The Contracted Vendor Company that will perform the duties and specifications of the RFP. (Contractor's address info)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Data              | State's records, files, forms, data and other documents or information that will be converted by Vendor for processing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Deficiencies      | <p>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the , not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – Software - Critical, does not allow 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.</p> <p><b>Class B Deficiency</b> – 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.</p> <p><b>Class C Deficiency</b> – Software - minimal, cosmetic in nature, minimal effect on , low priority and/or user can use ; 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.</p> |
| Deliverables      | A deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by Vendor to the State or under the terms of a contract requirement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Department        | Agency of the State                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| DPHS              | Refers to the <b>D</b> ivision of <b>P</b> ublic <b>H</b> ealth <b>S</b> ervices, the state agency that houses the Public Health Laboratories (PHL).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Documentation     | All information that describes the installation, operation, and use of the Software, either in printed or electronic format.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Effective Date    | The date on which an agreement, such as a contract, takes effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

|                                        |                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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                                                                                                                                                      |
| EOM                                    | End of Month                                                                                                                                                                                                                                                                                                                                                          |
| 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 Contractor's cost experience in performing the contract                                                                                                                                                                                            |
| GAAP                                   | Generally Accepted Accounting Principles                                                                                                                                                                                                                                                                                                                              |
| Governor and Executive Council         | The New Hampshire Governor and Executive Council.                                                                                                                                                                                                                                                                                                                     |
| Implementation                         | The process for making the system fully operational for processing the Data.                                                                                                                                                                                                                                                                                          |
| Implementation Plan                    | Sets forth the transition from development 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 s, telecommunications, and various audio and video technologies.                                                                                            |
| Licensee                               | The State of New Hampshire.                                                                                                                                                                                                                                                                                                                                           |
| LIMS                                   | <b>L</b> aboratory <b>I</b> nformation <b>M</b> anagement <b>S</b> ystem generic term referring to the application being sought by the PHL                                                                                                                                                                                                                            |
| LITS                                   | Refers to the <b>L</b> aboratory <b>I</b> nformation <b>T</b> racking <b>S</b> ystem currently used by the PHL.                                                                                                                                                                                                                                                       |
| Non Exclusive Contract                 | A contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the product or service.                                                                                                                                                                                                                               |
| Non-Software Deliverables              | Deliverables that are not Software Deliverables, e.g., meetings, help support, services, other.                                                                                                                                                                                                                                                                       |
| Normal Business Hours                  | Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , 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 direction to the Contracted Vendor to begin work on the Contract on a given date and time.                                                                                                                                                                                                                                               |
| Office of Information Technology (OIT) | The Office of Information Technology established under RSA 4-D within the Office of the Governor.                                                                                                                                                                                                                                                                     |
| Operational                            | is operating fully functional, all Data has been loaded into the , is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.                                                                                                                                                                                          |

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

|                               |                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Order of Precedence           | The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.                                                                                                                                                                                                                                      |
| PHIN                          | Refers to <b>Public Health Information Network</b> - a set of standards promulgated by CDC to facilitate that exchange of information                                                                                                                                                                                                  |
| PHL                           | Refers to the New Hampshire <b>Public Health Laboratories</b>                                                                                                                                                                                                                                                                          |
| Project                       | The planned undertaking regarding the entire subject matter of an RFP Contract and the activities of the parties related hereto.                                                                                                                                                                                                       |
| Project Team                  | The group of State employees and consultants responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project 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 Vendor to ensure a successful project.                                                                                                                                                                                                                       |
| Project Managers              | The persons identified who shall function as the State's and 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).                                                                   |
| Proposal                      | The submission from a Contractor in response to the RFP .                                                                                                                                                                                                                                                                              |
| Review                        | The process of Reviewing Deliverables for acceptance.                                                                                                                                                                                                                                                                                  |
| Review Period                 | The period set for Review contained in the Statement of Work for a Deliverable. If none is specified then five (5) business days will apply.                                                                                                                                                                                           |
| RFP (Request for Proposal)    | A Request For Proposal which solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.                                                                                                                              |
| Schedule                      | The dates described in the Work Plan for deadlines for performance of Services and other project events and activities under the Contract.                                                                                                                                                                                             |
| SDLC                          | Software Development Lifecycle                                                                                                                                                                                                                                                                                                         |
| Service Level Agreement (SLA) | A signed agreement between the Contractor and the State specifying the level of service that is expected and provided by the Contractor during the term of the Contract.                                                                                                                                                               |
| Services                      | The work or labor to be performed by the Contracted Vendor on the Project as described in the Contract.                                                                                                                                                                                                                                |
| Software                      | All custom Software and SYSTEM Software provided by the Contractor under the Contract                                                                                                                                                                                                                                                  |
| Software Deliverables         | SYSTEM Software                                                                                                                                                                                                                                                                                                                        |
| Software License              | Licenses provided to the State under this Contract.                                                                                                                                                                                                                                                                                    |
| 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 |

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

|                              |                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | 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                        | <b>STATE is defined as:</b><br><b>State of New Hampshire</b><br><b>DPHS</b><br><b>29 Hazen Drive</b><br><b>Concord, NH 03301</b><br>Reference to the term "State" shall include applicable Agencies.                                                                                                                                                      |
| Statement of Work (SOW)      | A Statement of Work clearly defines the basic requirements and objectives of a project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and Vendor. The SOW defines the results that 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            | The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year                                                                                                                                                                                                                        |
| 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 Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of The Contractor.                                                                                                                                                    |
| System                       | All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.                                                                                                                                                                                                               |
| TBD                          | To Be Determined.                                                                                                                                                                                                                                                                                                                                         |
| Technical Authorization      | Direction to Contractor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within Statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.                                                   |
| Vendor                       | Any individual, firm, or corporation invited to submit a Proposal to supply data processing software and services capable of satisfying State specified requirements.                                                                                                                                                                                     |

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

|                      |                                                                                                                                                                                                                          |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Warranty Period      | That period following the Acceptance Date during which Contractor will provide Software product support and/or maintenance to the State at no charge, subject to any extensions for defect correction.                   |
| Warranty Services    | The services to be provided during the Warranty Period.                                                                                                                                                                  |
| Warranty Releases    | Software code that is provided to the State as a remedy for defects documented during the Warranty Period.                                                                                                               |
| Work Plan            | The overall plan of activities for the Project created in accordance with the Contract. Each revision to the Work Plan accepted by the State shall be incorporated herein by reference upon its Acceptance by the State. |
| Written Deliverables | Non-software written deliverable documentation (letter, report, manual, book, other) provided by Vendor either in paper or electronic format.                                                                            |

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
LIMS ACQUISITION SUPPORT  
DHHS RFP 2007-064**

**APPENDIX I: SUPPORTING DOCUMENTATION**

The documents listed below include both technical and format specifications for this RFP. Documentation produced as Deliverables for this Contract must follow the formats below and will be additional volumes to that, which has already been created.

The following documents will be listed on the State of New Hampshire website as Addendums to this RFP:

- Requirements for Public Health Laboratory Information Management Systems; A *Collaboration of State Public Health Laboratories, The Association of Public Health Laboratories And Public Health Informatics Institute*, September 2003