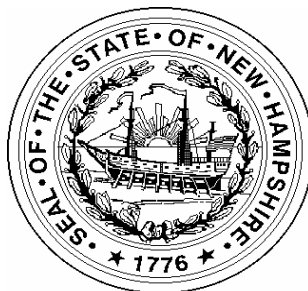


STATE OF NEW HAMPSHIRE
Department of Health and Human Services
New Hampshire StarLINC System
DHHS -RFP 2007-049



State of New Hampshire
Department of Health and Human Services
New Hampshire StarLINC Project
DHHS RFP 2007-049

RFP ISSUED..... 1/26/07
NOTIFICATION OF VENDOR CONFERENCE ATTENDENCE..... 2/6/07
VENDOR CONFERENCE..... 10:30 (EST), 2/16/07
AT:..... Health and Welfare Building
Room 312, 29 Hazen Drive, Concord, NH
STATE CONTACT..... Robin WilliamsonMcBrearty
.....rmcbrearty@dhhs.state.nh.us
.....603-271-4546
CONTRACT TYPE.....FIRM FIXED PRICE
PROPOSALS DUE.....2:30 PM EST, 3/12/07
AT: DEPARTMENT OF ADMINISTRATIVE SERVICES
ROOM 102, 25 CAPITOL STREET
CONCORD, NH 03301

STATE OF NEW HAMPSHIRE
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1. INTRODUCTION

The state of New Hampshire is releasing this Request for Proposal (RFP) to procure technical services for hosting the New Hampshire StarLINC System consistent with all qualifications and specifications set forth in this RFP, including but not limited to the StarLINC *Functional Requirements* document described in RFP Appendix A, RFP Section A-1.

The Vendor will be responsible for all aspects of the StarLINC System including, but not limited to, the following:

- a. Hosting and operations of Central Processing System (CPS).
- b. Database maintenance and administration including, but not limited to, data synchronization between the Vendor, the State, and community-based Local Agencies.
- c. Help Desk services.
- d. Telecommunications and network support.
- e. Security and Disaster Recovery.
- f. Applications development and enhancements as requested by the State.

The Vendor may employ subcontractors to deliver required services subject to the terms and conditions of this RFP including, but not limited to, RFP Section 6: *General Contract Requirements*, herein and RFP 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 or not 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.

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, without limitation, with regard to all services proposed, qualifications of the Vendor, and cost.

1.2 Contract Type

As a result of this RFP, the State plans to execute a Firm Fixed Price (FFP) Contract for system hosting, operations, and maintenance. In addition, modifications and enhancement to the system may be requested by the State and the FFP for such modifications and enhancements shall be based upon rates provided by the Vendor. Such modifications and enhancements shall be subject to a fifteen percent (15%) holdback until ninety (90) days following final written approval of full deployment by the Department, as defined by the Department.

1.3 Contract Term

The Vendor shall be prepared to initiate implementation of the current StarLINC operation on July 1, 2007, upon receipt of required governmental approvals including, but not limited to, approval by the United States Department of Agriculture (USDA), Food & Nutrition Service, and the New Hampshire Governor and Executive Council. It is anticipated that there will be a period of dual operations as the current operations Contract is phased out and the new Contract takes effect.

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The Vendor's initial term will be for five (5) years and three (3) months, and up to two (2) optional extensions not to exceed a total of four (4) years, at the discretion of the State. The total Contract period, including this optional extension, shall not extend beyond September 30, 2016.

1.4 Schedule of Events

The following table provides the Schedule of Events for this RFP through Contract finalization and Notice to Proceed (all Eastern Standard Time).

EVENT	DATE	TIME
RFP released to Vendors (on or about).	1/26/07	4:30 p.m.
Vendor inquiry period begins (on or about.).	1/26/07	4:30 p.m.
Notification to the State of the number of representatives attending the Vendor Conference.	2/2/07	4:30 p.m.
Vendor Conference; location identified in RFP Section 4.3: <i>General Instructions.</i> Health and Welfare Building, Room 312, 29 Hazen Drive, Concord, NH	2/6/07	10:30 AM
Optional Letter of Interest.	2/8/07	
Vendor inquiry period ends (final inquiries due).	2/8/07	4:30 p.m.
Final State responses to Vendor inquiries.	2/16/07	
Final date for Proposal submission.	3/12/07	2:30 PM
Oral Presentations (if needed).	TBD	
Anticipated Contract Finalization.	TBD	
Anticipated Notice to Proceed.	TBD	

2. DEFINITIONS OF TERMS

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

3. SERVICES, REQUIREMENTS, AND DELIVERABLES

3.1 Services, Requirements, and Deliverables

The State seeks to procure hosting, operations, software maintenance, technical support services, and software enhancements for the NH StarLINC System operated by the Department of Health and Human Services, Division of Public Health Services. Each Proposal must present terms and conditions that are in agreement with the *State of NH Terms and Conditions* in RFP Appendix G and the *General Contract Requirements* in RFP Section 6. Support personnel must be fully product-trained specialists with the required experience to respond to technical questions and perform advanced troubleshooting by telephone or through web case submission in support of the license renewal and maintenance services listed in RFP Appendix C-1: *Requirements*.

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3.2 Deliverables

For this Request for Proposals, the main deliverables include:

- Completion and implementation of a transition plan, including timeline and critical milestones.
- Hosting and maintenance services, including Help Desk and remote or on-site support of community-based services.
- Implementation of specifically defined enhancements as contained in RFP 2007-049, Appendix C-2, *Deliverables*.
- System modification and enhancement as requested by the Department.

A full description of deliverables is contained in RFP, 2007-049, Appendix C, *Deliverables*.

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 RFP Section 1.4: *Schedule of Events*. Proposals must be addressed to:

State of New Hampshire
Bureau of Purchase and Property
c/o Robin Williamson McBrearty
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

RESPONSE TO DHHS RFP 2007-049
New Hampshire StarLINC System

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. Submission to offices within the Department of Health and Human Services or the Office of Information Technology will not suffice to meet this requirement. 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.

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All Proposals submitted in response to this RFP must consist of one (1) original and four (4) 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 Form Letter described in RFP Section 4.18.2: *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

4.2 Proposal Inquiries

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

Robin Williamson McBrearty, MSW
New Hampshire Department of Health & Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301-6504
Telephone: (603) 271-4546
E-mail: rmcbrearty@dhhs.state.nh.us

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

Inquiries must be received by the State's RFP Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see RFP Section 1.4: *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 RFP Section 1.4: *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 and will be provided to Vendors by e-mail provided this information is available

4.3 Vendor Conference

A non-mandatory Vendor Conference will be held at the following location as identified in RFP Section 1.4: *Schedule of Events*:

10:30 AM
Health and Welfare Building, Room 312
29, Hazen Drive, Concord, NH 03301

Vendors are requested to RSVP via e-mail by the date identified in RFP Section 1.4: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference, if any.

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 for changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable Documentation.

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In order to improve the quality of the Vendor Conference, Vendors are encouraged to e-mail inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be e-mailed by the date specified as the Final State responses to Vendor Inquiries as specified in RFP Section 1.4: *Schedule of Events*. Vendors are responsible for any and all costs associated with attending the Vendor Conference.

NOTE: The State will NOT distribute a list of Vendor Conference Attendees or Vendors who submit a Letter of Interest.

4.4 Letter of Interest

Vendors who wish to receive written materials following the Vendor Conference, including responses to written questions, clarifications, or modifications, are requested to provide a written Letter of Interest in accordance with RFP Section 1.4: *Schedule of Events*.

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 shall result in the Vendor's Proposal being rejected.

4.6 RFP Amendment

The State reserves the right to amend this RFP, at its discretion, prior to 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.

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 RFP Section 1.4: *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 of New Hampshire 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 shall be grounds for disqualification.

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.

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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 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*, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's Terms and Conditions and any portion of the Vendor's Proposal, the State's Terms and Conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

4.15 Award

The State plans to execute a Firm Fixed Price (FFP) contract, administered by the Department of Health and Human Services as a result of this RFP. All Contract awards must be approved by the U.S. Department of Agriculture, Food & Nutrition Service (FNS) and by the Governor and Executive Council of the state of New Hampshire. A Vendor Rates Schedule is included under RFP Attachment F, RFP Section F-4, *Special Projects Vendor Proposed Position Rates Pricing Worksheet*. This Rates Schedule must include individual costs for operations of the Commodity Supplemental Food Program and the Farmers' Market Program.

Although the preferred solution is a single Vendor that can supply consultants with the requisite skills and experience, as well as depth of experience that selected IT consultants can draw upon, and consultants with complementary skill sets. The State reserves the right, at its discretion, to select personnel from one or more Vendors as a result of this RFP.

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.

It is anticipated that ongoing modifications and/or enhancements will be required as a result of changes in federal or State requirements or other desirable changes as defined by the Department. In the event the State requires an enhancement, the State shall issue a Statement of Work (SOW) and the Vendor shall provide a Firm Fixed Price for the modification and/or enhancement included under RFP Section F-4, *Vendor Position Rates Pricing Worksheet*. All Contract amendments resulting from such modifications and/or enhancements must be approved by USDA/FNS and the Governor and Executive Council of the state of New Hampshire.

4.16 Proposal Submission Requirements

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

4.17 Proposal Format

Proposals should follow the following format:

- A Proposal should be provided in a three-ring binder or bound document.
- A Proposal should be printed on 8 ½ x 11 inch white paper with one (1) inch right and left margins.
- Proposal narrative information should be in single column format.
- A Proposal should use an 11 point Times New Roman font.

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- Each page of a Proposal must include a page number, the number of total pages by section (see below), 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 11 x 17 inch white paper, and material in appendices.

4.18 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 IT Consultant Staff
- **Section VII:** Cost Proposal

4.19 Proposal Content

4.19.1 Cover Page

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

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

4.19.2 Letter of Interest

Although not mandatory, the Vendor is requested to submit a Letter of Interest, completed and signed by hand, in accordance with the schedule contained in RFP Section 1.5, *Schedule of Events*, using the Letter of Interest template provided herewith.

4.19.3 Transmittal Form Letter

The Vendor must submit a Transmittal Form Letter, completed and signed by hand, with its 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.

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LETTER OF INTEREST TO RECEIVE ADDITIONAL INFORMATION FOR NEW HAMPSHIRE STARLINC SYSTEM NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC HEALTH SERVICES
--

**Letters of Interest must be received at DPHS no later than
4:30 PM, EST on February 8, 2007**

Letters of Interest may be faxed to the fax number below or e-mailed to: rmcbrearty@dhhs.state.nh.us

To: **Robin Williamson McBrearty**
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301-6504
Phone: (603) 271-4546
Fax: (603) 271-4779

Re: *Letter of Interest for New Hampshire StarLINC System RFP*

APPLICANT INFORMATION

<i>Legal Name of Agency: ("d.b.a." if applicable)</i>	
<i>Street Address:</i>	
<i>City, State, and Zip:</i>	
<i>Telephone:</i>	
<i>Fax:</i>	
<i>Corporate Executive Officer and Title:</i>	
<i>E-mail address:</i>	
<i>Contact Person and Title:</i>	
<i>E-mail address:</i>	

Our company is interested in receiving additional information regarding the above Request for Proposals.

(to be signed by contact person listed above)

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State of New Hampshire Proposal Transmittal Form Letter

Company Name _____

Address _____

To: Robin Williamson McBrearty
New Hampshire Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive, Concord, NH 03301-6504

RE: Proposal Invitation Name: New Hampshire StarLINC System, Proposal Number: 2007-49
Proposal Opening Date and Time: March 12, 2007, at 2:30 PM.

Dear _____:

Company Name: _____ hereby offers to sell to the State of New Hampshire hosting, operations, software maintenance, technical support services, and software enhancements described in the Department of Health and Human Services RFP 2007-049: *New Hampshire StarLINC System*, at the price(s) quoted in Vendor Response RFP Section VI: *Cost Proposal*, and RFP 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 RFP 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, RFP Appendix G-4: *State of New Hampshire Terms and Conditions*, and RFP Section 6: *Contract Requirements*, 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.
- 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.
- The Vendor has read, signed, and included this RFP and any subsequent addendum (a).

Our official point of contact is _____ Title _____

Telephone _____ E-mail _____

Authorized Signature Printed _____

Authorized Signature _____

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

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4.19.4 Table of Contents

The Vendor should provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in RFP Section 4.18: *Proposal Organization*, but should provide detail; e.g., numbering, level of detail.

4.19.5 Section I: Executive Summary

The Executive Summary, which should not exceed five (5) pages, must identify how the Vendor will satisfy the minimum standards for consideration, which are described in RFP 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.

4.19.6 Section II: Glossary of Terms and Abbreviations

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

4.19.7 Section III: Responses to Requirements and Deliverables

Requirements are provided in RFP Appendix C: *Requirements and Deliverables*, for this RFP. Requirements describe specific features that the State is seeking in this RFP document.

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

Only one "Yes" or "No" response should be entered for each requirement. Some requirements identify multiple attributes. A response of "Yes" is appropriate only if the proposed Service can fulfill all details identified in the requirement.

4.19.8 Section IV: Narrative Responses

RFP Appendix D: *Topics for Mandatory Narratives*, which correspond to different requirements of the Proposal, is the basis for information presented here. Discussion of each topic should begin on a new page.

4.19.9 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 RFP Section E-1: *Required Information on Corporate Qualifications*, of RFP Appendix E: *Standards for Describing Vendor Qualifications*.

4.19.10 Section VI: Qualifications of IT Consultant Staff

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

4.19.11 Section VII: Cost Proposal

The Cost Proposal must be prepared using the tables in RFP Section F: *Pricing Worksheets*. No other format shall be accepted.

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5. PROPOSAL EVALUATION PROCESS

5.1 Scoring

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 five (5) factors as follows:

- a. 35 points - Statement of project understanding and technical approach documenting the ability to deliver quality technical experience, resources, and services.
- b. 10 points - Project management ability in all phases of system migration, development, and modification.
- c. 20 points - Experience in providing similar services within the scope of this RFP.
- d. 10 points - Personnel resumes.
- e. 25 points - Solution cost for maintenance and operations services.
- f. 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.
- 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 Proposal Evaluations

The State plans to use the following process:

- Initial screening.
- Preliminary evaluation of the Proposals and reference checks.
- Oral interviews and product demonstrations.
- Best and Final Offer (BAFO), if appropriate.
- Final evaluation of Proposals.

5.3.1 Initial Screening

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

- Submission requirements addressed in RFP Section 4: *Instructions*.
- Minimum standards defined in RFP 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.

5.3.2 Preliminary Evaluation of Proposals and Reference Checks

The State will establish an evaluation team to evaluate Proposals and conduct reference checks. This team shall consist of:

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- Nutrition & Health Promotion Section – two (2) members, to be selected from the Project Team as defined in RFP 2007-049, Appendix A, Section A-4, *State Project Team* (excludes Project Director).
- Local Agency End Users – two (2) members, to be selected by New Hampshire Local Agency WIC Program directors.
- Office of Information Technology: two (2) members, to be selected by the Director of Applications Development.
- Ex Officio: One or more non-voting representatives of the Northeast Region USDA Food & Nutrition Service.

The Cost Proposal shall be evaluated for reasonableness and scored by the Project Director and one (1) member not included on the evaluation team above and selected by the Director of Applications Development.

Final scores shall be recorded by the Project Director and one (1) member not included in the evaluation team above and selected by the Director of Applications Development.

5.3.3 Oral Interviews and Product Demonstrations

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

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

For each invited Vendor, an initial presentation, not to exceed one (1) hour in length, may be presented to the evaluation team. A highly structured agenda will be used for oral interviews and presentations to ensure standard coverage of each invited Vendor. Information gained will be used to refine scores assigned from the initial review of the Proposals.

5.3.4 Best and Final Offer

The State may, at its sole option, either accept a 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.

5.3.5 Final Evaluation

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

5.4 Evaluation Criteria

The State will select a Vendor based upon the criteria and standards contained in this RFP. Oral interviews, presentations, and reference checks will be used to refine and finalize preliminary scores. Topics that must be addressed are defined in RFP 2007-049 Appendix D: *Topics for Mandatory Narrative Responses*. Key aspects to be evaluated are described below.

5.4.1 Statement of Project Understanding and Technical Approach

Topic 1: Technical Resources – The State will evaluate company and staff resources, including reporting structure and number of staff to be assigned to this project.

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Topic 2: Quality Services – The State will evaluate plans defined in RFP 2007-049, Appendix C: *Requirements for Maintenance and Support Service, Deliverable 1-A*.

Topic 3: Project Technical Approach: The State will evaluate plans defined in RFP 2007-049, Appendix C, *Requirements for Maintenance and Support Service, Deliverable 1-A*.

5.4.2 Project Management Ability in all Phases of System Migration, Development, and Modification

Topic 4: Status Meetings and Reports – The State will evaluate the degree to which reporting will serve the needs of State Project Leaders.

Topic 5: Risk and Issue Management – The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in risk and issue management.

Topic 6: Scope Control – The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only absolutely essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change, including version control.

Topic 7: Preparation of State Staff – The State will evaluate whether or not the training provisions to prepare State staff participating in the project will enable them to contribute appropriately.

Topic 8: Quality Assurance Approach - The State will evaluate the degree to which proposed procedures will ensure that deliverables submitted for test and approval require limited modification.

Topic 9: Migration Plan – The State will evaluate plans defined in RFP 2007-049, Appendix C: *Requirements for Maintenance and Support Service, Deliverable 1-A*, and the project workplan.

5.4.3 Technical Ability / Experience in Operating a System Similar to StarLINC

Topic 10: Operations to include Backup and Disaster Recovery as well as other “back-end” functions. – The State will evaluate the degree to which proposed operations processes protect mission-critical data, the ease of use of these processes, and the impact of these processes on the operation of the system.

Topic 11: Technical Support for Local WIC Agencies – The State will evaluate the Vendor’s experience and abilities in supporting local operations.

Topic 12: Help Desk – The State will evaluate the Vendor’s experience and ability to provide Help Desk services.

Topic 13: Enhancement Support of the StarLINC Application – The State will evaluate the Vendor’s ability to enhance the StarLINC application as well as the Sybase data base.

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5.4.4 Experience in Providing Similar Services Within the Scope of this RFP

Topic 14: Description of Similar Projects – The State will evaluate the degree to which the Vendor has documented experience in similar projects, including relevance of the selected project(s) to StarLINC requirements.

Topic 15 Understanding/Experience with Government Projects – The State will evaluate the degree to which the Vendor has documented experience with projects performed under Contract with government or public agencies, including the relevance of the selected project(s) to StarLINC requirements.

5.4.5 Corporate Qualifications

Information that will be considered in evaluating corporate qualifications include, but are not limited to, financial strength, availability of backup staff, corporate experience, and project references.

5.4.6 Organization and Size of the Vendor's Proposed Project Team

Topics that will be considered in evaluating organization and size of the Vendor's proposed project team include, but are not limited to, coverage of significant areas, appropriate roles, designation and identification of key staff and timing of assignments.

5.4.7 Qualifications of Proposed Project Manager:

Topics to be considered in evaluating qualifications of the proposed Project Manager include, but are not limited to, education, experience, and references.

5.4.8 Qualifications of Proposed Key Vendor Staff:

Topics to be considered in evaluating qualifications of proposed key staff include, but are not limited to, education, experience, and references. The State will consider both the depth and breadth of the Vendor's staff and the years of experience in operating systems consistent with the current StarLINC system or similar systems.

5.4.9 Scoring Solution Cost

The State will consider all categories of system pricing contained in RFP Appendix F: *Pricing Worksheets*. Cost information required in a Proposal is intended to provide a sound basis for comparing costs.

The following formula will be used to assign points for costs:

$$(Lowest Proposed Cost / Vendor's Proposed Cost) \times 100 \text{ point} = \\ Vendor's Cost Score$$

For the purpose of this formula, the lowest proposed cost is defined as the lowest cost for hosting, operations, and Help Desk and maintenance services proposed by a Vendor that fulfills the minimum qualifications.

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6. GENERAL Contract REQUIREMENTS

6.1 State of New Hampshire Terms and Conditions and Contract Requirements

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

6.2 Contract Term Dates

See RFP 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, the qualifications of the Vendor and any subcontractors, and the cost.

The State will issue an 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 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 RFP Section 6: *General Contract Requirements*, herein and RFP 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 or not a subcontractor is used. The State will consider the Vendor to be the sole Point of Contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

6.6 Project Budget/Price Limitation

The State has funds budgeted for this Project through federal WIC, CSFP, and FMNP grants to the State. Enhancements and modifications contained in RFP 2007-049, Appendix C *Deliverables*, shall be subject to RFP Section 2: *Conditional Nature of Contract of the State of New Hampshire Terms and Conditions*, contained in RFP 2007-049, Appendix G -4: *State of New Hampshire Terms and Conditions*.

6.7 Existing Resources

The state of New Hampshire intends to use existing statewide StarLINC software and hardware that is currently deployed in the field. All local agency hardware used in the StarLINC system was purchased between October 2005 and October 2006.

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6.8 HIPPA

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. At the time this RFP was written, WIC, CSFP, and FMNP were not subject to HIPPA requirements with the exception of sharing medical information from another provider. 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 or by the US Department of Agriculture.

6.9 Vendor Staff

In the Proposal, the Vendor shall assign and identify proposed IT Consultant Staff in accordance with the Schedule, the requirements and deliverables of RFP Appendix C: *Requirements and Deliverables*, and RFP 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 administrative and management matters. The Project Manager or designee must be available to promptly acknowledge (within two hours) inquiries from the State and be at the site as scheduled or 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 than the staff being replaced with regard to performance of the project.

The State may conduct reference 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 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.

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

6.10 Work Plan

The Vendor shall submit a Work Plan for system migration in its Proposal. The Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, and task dependencies for the system migration.

The Vendor shall submit an individual Work Plan for modifications and enhancements as defined in RFP Section C-2: *Deliverables*. The Vendor shall update each Work Plan as necessary, but no less than monthly, to accurately reflect the status of any project schedule, tasks, deliverables, critical events, and task dependencies. Any updates to the Work Plan shall require the prior approval of the State. Unless otherwise agreed in writing by the State,

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changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract.

The State shall require the execution of a Service Level Agreement (SLA) to define specific accountabilities as needs arise. A draft SLA is appended as RFP Appendix H.

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 Work Plan or elements within the Work Plan or ongoing hosting and operations services as defined in the Service Level Agreement (See Attachment 1).

6.11 Deliverables

The Vendor shall provide Project Staff with skill sets and experience as required in RFP Appendix C: *Requirements and Deliverables*, and RFP Appendix E: *Standards for Describing Vendor Qualifications*. In addition, the Vendor shall provide for the ongoing operation of all systems, equipment, and licenses, in accordance with the warranty requirements specified in RFP Section 6.13.3.

6.12 Testing and Acceptance

The State requires that an integrated and coherent approach to complete system testing, deficiency correction, acceptance, training, and warranty services be provided to ensure a successful project. The State requires the Vendor to bear all responsibilities for the full suite of testing.

All testing and acceptance addressed herein shall apply to testing the equipment/system as a whole and its discrete parts (e.g., software modules or functions). This shall include planning; test scenario development; data and system preparation for testing; and execution of unit, module, or function; system integration testing; and support of the State during User Acceptance Testing. The Vendor will correct all deficiencies and support all required re-testing.

6.13 Warranty

6.13.1 Services

The Vendor shall warrant that all services to be provided under the Contract will be provided expediently and in a professional manner by product certified personnel in accordance with the RFP, and that these services will comply with RFP Appendix G: *General Standards and Requirements*.

6.13.2 Personnel

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

6.13.3 Warranty Period

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

Stability and responsiveness to problems is essential. The Vendor must guarantee to provide the deliverables as required by this RFP within the agreed-upon time. Should it fail to do so, and the failure was not caused by the acts or omissions of the State, then the Vendor will be liable for all additional costs to the Department of Health and Human

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Services to assure that the systems are up and operating. This includes the addition and replacement of equipment, additional personnel, and additional costs to the Department of Health and Human Services for its day-to-day operation and above the anticipated cost had the systems been available and operating as planned.

6.13.4 System

The Vendor shall warrant that the StarLINC System and its related software, in whole or part, shall operate in accordance with the Service Level Agreement, RFP Appendix H

6.13.5 Destructive Programming

The Vendor shall warrant that any Software used or developed will not contain any destructive programming or mechanisms designed to disrupt the performance of the software in accordance with the specifications.

6.13.6 Programming

The Vendor shall warrant that upgrades to the software shall operate with the rest of the software without loss of any functionality.

6.14 Warranty Services

The Vendor shall agree to maintain, repair, upgrade, and correct deficiencies in the system at no additional cost to the State, in accordance with the specifications and terms and requirements of the Contract including, without limitation, correcting all errors and destructive programming and replacing incorrect, defective, or deficient software and documentation.

Such warranty services shall include, without limitation, the following:

- a. Repair or upgrade any portion of the System that is deficient.
- b. Maintain the System in accordance with the specifications and terms and requirements of the Contract.
- c. The Vendor shall make on-call telephone assistance with issue tracking available to the State ten (10) hours per day on weekdays. Telephone response shall be within fifteen (15) minutes of the request, with assistance response dependent upon issue severity.
- d. On-site additional services shall be within one (1) business day of a request.
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State.
- f. For all warranty services calls, the State expects the following information to be collected and maintained: 1) nature of the deficiency, 2) current status of the deficiency, and 3) deficiency resolution information.
- g. The Vendor must work with the State to identify and troubleshoot potentially large-scale system and software deficiency failures by collecting the following information: 1) mean time between reported deficiencies with the software, 2) diagnosis of root cause of the problem, and 3) identification of repeat calls or repeat software problems.
- h. The Vendor must work with hardware manufacturers to secure any equipment repair or replacement in accordance with the manufacturers' warranties.

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

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Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full warranty period for the initial three modules or functions (see RFP Section 6.13.3: *Warranty Period*).

6.15 Administrative Specifications

6.15.1 Reasonable Travel Expenses

Travel and related expenses shall not be included in labor rates. Limitations on travel expenses shall include, but may not be limited to:

- Meals: Current Federal per diem rate for the travel destination.
- Lodging.: Actual costs
- Airfare: Actual costs for unrestricted coach fare;
- Car rentals: Actual costs for car rental, including re-fueling
- Car mileage.: Current rate established by the Internal Revenue Service.
- Other incidental out-of-pocket expenses: Shall be borne by the vendor.

Travel expenses shall be itemized for each person traveling. Mileage reimbursement shall not be allowed for rental cars. The State reserves the right to request supporting documentation should the requested costs appear to exceed reasonable limit.

6.15.2 Shipping and Delivery Fee Exemption

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

6.15.3 Project Workspace and Office Equipment

The Agency will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment. State-purchased equipment maintained on-site at the Vendor's offices will remain the property of the State and shall be returned upon completion of the project or as directed by the State's Project Manager. If a Vendor has additional specific requirements, these must be included in the Vendor's Proposal.

6.15.4 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 systems, software packages, network systems, security systems, and hardware as required to complete 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.

6.15.5 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.

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6.15.6 Intellectual Property

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

The USDA Food and Nutrition Service (FNS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all software produced for Federal Government purposes.

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

6.16 Pricing

6.16.1 Pricing

The Vendor must provide pricing for each deliverable as defined in RFP Appendix C: *Requirements and Deliverables*. A worksheet is provided in RFP Appendix F: *Pricing Worksheets*.

6.16.2 Invoicing

The Vendor shall submit accurate invoices to the State for all amounts to be paid by the State. All invoices submitted must meet with the written approval of the State, and said approval shall not be unreasonably withheld.

The Vendor shall only submit invoices for licenses, license renewals, and maintenance and support services as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information including, without limitation, identification of the items or services for which payment is requested.

Invoices may not be submitted until the item or service has been completed and accepted in writing by the State.

6.16.3 Overpayments to the Vendor - Reimbursement

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

6.16.4 Overpayments to the Vendor - Credits

The State may apply credits due to the State against the Vendor's invoices with appropriate information attached. A corrected invoice will not be required.

6.16.5 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.

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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 RFP 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.

6.16.6 Accounting Requirements

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

6.16.7 Contract Security/Performance Bond

NOT APPLICABLE

6.16.8 Project Holdback

The Department will withhold fifteen percent (15%) of the Firm Fixed Price for system modifications or enhancements until 90 days following written acceptance of final implementation by the State, as defined by the State.

6.16.9 Credits

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the state of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the state of New Hampshire and the United States Department of Agriculture."

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APPENDIX A: BACKGROUND INFORMATION

A-1 Department of Health and Human Services

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. The Nutrition & Health Promotion Section, which manages the programs served by StarLINC, is located within the Division's Bureau of Prevention Services.

Nutrition & Health Promotion Section

The Section manages four US Department of Agriculture (USDA)-funded programs that provide nutrition education, supplemental nutritious foods, and related services to improve the health and diets of pregnant women, new mothers, infants and pre-school children at nutritional risk, and to low-income seniors. The current caseload is approximately 25,000 clients, but over the period of any given year, the program will serve over 40,000 unduplicated pregnant and postpartum women, infants, children through the age of five (5) years, and seniors. New Hampshire is currently the only state in the country that has integrated these four programs at the state and community levels, including client data management and benefits payments systems.

The Section also implements a variety of special initiatives such as community-based folic acid education and nutrition surveillance reporting to the Centers for Disease Control and Prevention. (The latter is completed through StarLINC). The New Hampshire Physical Activity and Five a Day programs funded by the Centers for Disease Control and Prevention are also located in this Section but have no interface with StarLINC.

Direct participant services are provided by ten (10) community-based subcontractor agencies located throughout the State. In addition to their permanent sites, the agencies operate mobile clinics throughout their coverage area. Four (4) different supplemental food programs are administered.

The Special Supplemental Nutrition Program for Women, Infants & Children (WIC) provides nutrition education, related preventive health services, and paper vouchers for specific nutritious foods to pregnant women, breastfeeding women up to twelve (12) months following childbirth, non-breastfeeding women up to six (6) months following childbirth, and infants, and children up to their fifth birthday. Vouchers are provided to participants, who redeem them at participating grocers. Grocers then invoice the vouchers to the State office, which subjects them to price and date edits and redemption of the vouchers is done at the State office, which then authorizes payment to Vendors, such as grocery stores and pharmacies, through the State's integrated financial system (IFS).

The Commodity Supplemental Food Program (CSFP) distributes USDA commodity foods to women, children, and low-income seniors. CSFP eligibility for postpartum women and preschool children extends beyond the eligibility period for WIC services. Although WIC-eligible participants may elect to participate in the CSFP rather than WIC, New Hampshire encourages such participants to remain enrolled in the WIC Program until no longer eligible and then to transition to the CSFP. Non-breastfeeding women on CSFP may receive benefits up to the time of the infant's first birthday, and children may receive food up to their sixth birthday. Commodity foods are distributed at "tailgate" clinics throughout the State.

The Farmers' Market Nutrition Program (FMNP) is seasonal and consists of two federal programs (the WIC FMNP and the Senior FMNP) and a state-funded program for CSFP women and children. Benefit issuance, redemption, and payment processes are identical, with each funding source separately tracked according to the program in which the participant is enrolled. WIC and CSFP

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participants receive coupons for fresh fruit and vegetables. The coupons may only be redeemed at farmers' markets.

The USDA nutrition programs and services are supported as follows:

The StarLINC system is implemented with a client/server architecture in a distributed environment, primarily because nearly all local agency services are provided at mobile (satellite) clinics. The database engine used is Sybase Adaptive Server Anywhere (ASA) with a powerful bi-directional synchronization capability. The consolidated database service is located in a hardened facility in Lacey, Washington that is operated by the current system Vendor Starling Systems. Bi-directional data synchronization is scheduled to automatically run every 15 minutes at local agency main clinics and in the consolidated database. The system source code is written with PowerBuilder 10.5. The system is supported on Windows XP, and Windows 200x machines. Central processing site and local agency servers run on new, low-cost Intel-based servers running Windows 200x operating systems. Mobile services are provided by staff who set up mobile local area networks using new Intel-based laptops and wireless access points.

Under the terms of the current Contract for development and maintenance services, the functional requirements were defined as those used for the Kansas WIC System (KWIC), as modified for New Hampshire StarLINC. These documents and other details of the existing StarLINC System, to include an executable version of StarLINC as well as source code, user manuals, and system documentation, will be available for potential bidders to review upon request to:

Mark Parris
Project Manager
Office of Information Technology
Phone: (603) 271-0989
E-mail: Mark.Parris@oit.nh.gov

Materials may only be viewed on-site and a 24-hour advance notice is requested to assure that staff are available to assist. Electronic copies shall be mailed through the United States Postal Services within 48 hours of receiving a written request.

Project Overview/Justification

StarLINC is only the second WIC/CSFP/FMNP management information system that has been operated in New Hampshire. Since initiation of the original WIC system in 1985, the New Hampshire management information system evolved from a paper-based, central processing operation to a distributed front-end requiring synchronization with the original system operated at the Central Office

CSFP was added in 1988 and FMNP was added in 1994. All design, development, maintenance, operations, and support were managed by the New Hampshire Office of Information Technology, with continuous enhancements for more than two decades. New Hampshire is currently the only state in the country with completely integrated WIC, CSFP, and FMNP client data and benefits management systems.

Advance Planning Documents (APD) and subsequent updates (IAPD-U) submitted to USDA have detailed a long history of effort on the part of New Hampshire to replace these former WIC operations, which included stand-beside applications residing on outdated platforms. The WIC applications ran the risk of catastrophic system failure due to the lack of external support. In 2002, a feasibility study, options analysis, and cost benefit analysis completed under Contract with Planning Systems, Inc. determined that importation of a transfer system with modifications to meet New Hampshire-specific needs would be the most cost-beneficial.

Following these reviews, and with appropriate Federal and State approvals, New Hampshire issued an RFP for a transfer system in February 2004, including specific functionality unique to New

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Hampshire business rules. Starling Consulting (now Starling Systems) of Olympia, Washington, was selected to implement this project modeled on the KWIC system implemented for the Kansas WIC Program and the STARS system then being developed for the Inter Tribal Council of Arizona. The RFP included an option for the winning bidder to also host and operate the system and New Hampshire chose to exercise that option. .

Critical path pilot rollout occurred on November 7, 2005, with full training and rollout occurring between early December 2005 and early February 2006. Design and development work continue on New Hampshire-specific modifications.

In March, 2005, the WIC Programs of New Hampshire, Kansas and the Inter Tribal Council of Arizona, all engaged in transfer and upgrade of the same core system, formed an informal partnership to work together on design, testing, and future development. Original plans for this State WIC Application Partnership (SWAP) to share testing were not successful due to timeline constraints; however, the three states have resumed this partnership and meet regularly. The SWAP States have developed a joint Work Plan to enable collaboration on remaining design and testing, including cost sharing. The States have agreed to use caseload as the basis for allocating costs, with the New Hampshire share only 10% of the entire project.

An unexpected non-tangible benefit has been the ability to share ideas and methods, strengthening policies and operations for all three State WIC programs. To the degree possible, core system development has been configurable, enabling the inclusion of State-specific options that are turned off if not wanted by the remaining State(s). The three States plan to continue this collaboration through future events such as the implementation of new federal requirements, reducing the effort and resources needed for separate modifications.

A-2 Office of Information Technology

The Vendor support staff will work 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 New Hampshire Information Technology Plan (NHITP)

The Office of Information Technology recently published a State of New Hampshire four (4) year Statewide Strategic Information Technology Plan (SSITP) 2005-09. This Plan 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 assists government leaders in anticipating and responding 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.
- **Internet Access:** All State agencies are connected to the State's intranet, New Hampshire State Unified Network (NH SUN). This WAN provides access to e-mail, the Internet, and the State's financial applications. Some agencies have their own Internet service providers in addition to NH SUN.

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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.

A-3 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 at: www.state.nh.us/sos/corporate/index.htm
- b. Certificate of Vote (RFP Appendix G-6)
- c. Proof of Insurance Compliance with RFP Appendix G-4: *State of New Hampshire Terms and Conditions*, RFP Section 14: *Insurance*.

A-4 State Project Team

State staffing includes a full-time Section Administrator, a full-time Operations Chief, and nine (9) additional full time equivalent employees. Roles planned for State staff follow.

- Section Administrator/Project Director: Overall project direction and administration, including contracts, change orders, and financial.
- Project Manager: Day to day project management.
- Nutrition Services Manager: Client services application oversight.
- Operations Chief: Central office application oversight.
- MIS Program Specialist: Testing, coordination of on-site maintenance, and new version roll out.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

The State seeks proven, and experienced IT consultants to work with State personnel in accordance with the Requirements and Deliverables of RFP Appendix C: *Requirements and Deliverables*, and RFP Appendix E: *Standards for Vendor Qualifications*. Coverage in RFP Appendix B is limited to specific minimum requirements. A Proposal that fails to satisfy any requirement in this RFP Section may be rejected without further consideration.

B-1 Compliance with System Requirements

- a. The Proposal must be submitted on time, as defined in RFP 2007-049, Section 1.4: *Schedule of Events*.
- b. The Proposal must contain a Statement of Compliance with mandatory requirements in RFP 2007-049, Appendix C-1: *Requirements*.
- c. The Proposal must include a properly completed Transmittal Form Letter contained in RFP 2007-049 Section 4.19.2: *Transmittal Form Letter*.

B-2 Proposed Project Team

The proposed project team must include individuals with the experience and qualifications defined by RFP Appendix C-2: *Deliverables*, and RFP Appendix E-2: *Qualifications of IT Consultant Support Services Staff*.

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APPENDIX C: REQUIREMENTS AND DELIVERABLES

Security is a major category within this section. Support and maintenance practices must ensure that the appropriate level of security is implemented and maintained in order to protect the integrity of the State of New Hampshire's resources and information. Information technology systems must be reliable, regardless of how they are delivered. The State's workers, customers and business partners expect government services and information to be available on an ongoing basis, with the appropriate infrastructure to ensure business continuity. To accomplish this, application software must incorporate the technical safeguards to protect the State's assets. The technical safeguards are to include:

- Identification/Authentication to ensure that externals to the software are who and what they say they are;
- Authorization to ensure that individuals or authenticated externals have access to specific data and system components if and only if they have been explicitly authorized to do so by a properly appointed entity;
- Immunity to ensure that the software is protected from infection by undesirable programs (e.g. computer viruses, worms, Trojans horses, etc.);
- Integrity to ensure that data and communications are not intentionally corrupted via unauthorized creation, modification or deletion of information;
- Intrusion detection that specifies the extent to which an application or software component shall detect and record attempted access or modification by unauthorized individuals;
- Nonrepudiation to ensure that adequate tamper-proof records are maintained to prevent the dispute of transactions taking place between authorized and authenticated parties;
- Privacy to ensure that authorized individuals and external parties don not gain access to sensitive data and/or communications;
- System maintenance procedures that prevent authorized software modifications (e.g. defect fixes, enhancements, updates) from accidentally defeating its security mechanisms.

C-1 Requirements for Maintenance and Support Services

Vendors shall complete a checklist based on the following format. Indicate whether the Requirement/Deliverable can be met by the Vendor.

Functional & Technical Requirements	M or O	Able to Meet	Not Able to Meet	Vendor Comments
Functional				
The Vendor shall participate in an initial kick-off meeting to initiate the project.	M			
The Vendor shall provide Project Staff as specified in the RFP.	M			
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	M			

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during activities scheduled under Deliverables 1-A, 1-B, 2, and 4,				
All user, technical, and system documentation as well as project schedules, plans, status reports, and correspondence must be maintained.	M			
Help Desk and Operations – The staff assigned to the project shall be sufficient in number and scheduled hours to perform the required functions. <i>(full time or part time/FTE)</i>	M			
Help Desk – Supervisory staff must have a combination of education and experience to be able to perform the required functions, including at least two (2) years of Help Desk experience.	M			
Operations – Supervisory staff must have a combination of education and experience to be able to perform the required functions, including at least two (2) years of computer operations experience.	M			
Help Desk and Operations function must be capable of meeting requirements of RFP 2007-049, Appendix I: <i>Service Level Agreement</i> .	M			
Technical				
Development – Development staff must have a combination of education and experience to be able to perform the required functions, including at least 3 years PowerBuilder and Sybase database experience.	M			
Database Administration – Database administrator must have a combination of education and experience to be able to perform the required functions, with at least three (3) years PowerBuilder and Sybase database experience and one (1) year database administration experience.	M			
The Vendor shall demonstrate capability and experience in the area of general system administration including functions related to the day-to-day management of the hardware, software, network system, and databases while ensuring that there are necessary security restrictions/controls on those that provide administrative services.	M			
The Vendor shall be responsible for data/application accessibility, security, integrity, and disaster recovery.	M			
The Vendor must ensure sufficient bandwidth is available to support the WIC application. System response time shall continue to perform within industry standard time frames for Internet access.	M			
The WIC application must be must be accessible excluding scheduled maintenance and	M			

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prearranged circumstances.				
The Vendor shall maintain the Software in accordance with the Specifications, terms, and requirements of the Contract.	M			
The Vendor shall repair or replace the Software or any portion thereof so that the system operates in accordance with the Specifications, Functional Requirements Document, terms, and requirements of the Contract.	M			
The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State in accordance with RFP Appendix I: <i>Sample Service Level Agreement</i> .	M			
The Vendor shall provide on-site additional Services State in accordance with RFP Appendix I: <i>Sample Service Level Agreement</i> .	M			
The Vendor shall maintain a record of the activities related to software support and maintenance repair or maintenance activities performed for the State.	M			
The Vendor shall work with the State to identify and troubleshoot potentially large-scale Software failures or deficiencies by reporting information State in accordance with RFP Appendix I: <i>Sample Service Level Agreement</i> .	M			
SECURITY REQUIREMENTS				
Verify the identity or authenticate all of its client applications before allowing them to use its capabilities.	M			
Verify the identity or authenticate all of its human users before allowing them to use its capabilities.	M			
Enforce unique user names.	M			
Enforce user names of ten (10) characters or more. (Passwords must contain a combination of upper and lower case characters and at least one number or special character not defined as letters or numerals such as @,&,!)	M			
Enforce the use of complex passwords or phrases using capital letters, numbers and special characters.	M			
Prevent the reuse of old passwords.	M			
Expire passwords after a defined period of time. (Each Application to define time)	M			
Encrypt passwords.	M			
Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M			
Limit the number of people that can grant or change authorizations	M			

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Enforce session timeouts during long periods of inactivity State in accordance with RFP Appendix I: <i>Sample Service Level Agreement</i> .	M			
Prevent any undesirable programs or software from destroying or damaging data or the application itself.	M			
Prevent the unauthorized corruption of data collected from users.	M			
Validate user input prior to processing.	M			
The application shall not store authentication credentials or sensitive data in its code.	M			
Detect and record all attempted accesses that fail identification, authentication and authorization requirements.	M			
Make and store tamper-proof records to prevent parties to application transactions from denying that they have taken place.	M			
Allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M			
Display explicit error and exception handling when not executing as designed.	M			
Use only the software and system services designed for use.	M			
Application data shall be protected from unauthorized use when at rest.	M			
Keep any sensitive data or communications private from unauthorized individuals and programs.	M			
The application shall not violate its security requirements as a result of the upgrading of a data, software or hardware component.	M			
The State information will be separated from other information located on the same server using password protection.	M			
Provides non-production access to a computer server or servers ("Hosted Server") with the operating system configuration for testing.	M			
Hosted Server is available 24x7 State in accordance with RFP Appendix I: <i>Sample Service Level Agreement</i> ., with the following exclusions: a. During weekly schedule maintenance b. During scheduled backup periods c. During scheduled outages for application patches or other modifications	M			
Performs, at a minimum, one (1) daily backup of development and test data and programs of Vendor's programs and State test data on the Hosted Server	M			

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Create a “Decommission backup” of the State development and test instances upon completion or termination of the Hosted Server access	M			
Assist the State with installation and configuration of network connectivity to allow encrypted data transmission.	M			
Costs for equipment, labor, and services to maintain Internet connectivity from within the Vendor’s facilities are the Vendor’s responsibility.	M			

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C-2 DELIVERABLES

Table 1 IT Services Deliverables and Response Template

Vendors shall complete a checklist based on the following format. Indicate whether the Requirement/Deliverable can be met by the Vendor.

(M=Mandatory; O=Optional)

Del 1-A	Deliverables Development Plans For System Migration (Written plan required for each deliverable.)	M or O	Able to Meet	Not Able to Meet	Vendor Comments
a	Project plan for system migration, to include schedule and milestones, with critical paths clearly identified and staff to be assigned (by position).	M			
b	Plan for migrating and supporting the current StarLINC database.	M			
c	Plan for transition coordination with current system contractor	M			
d	Plan for establishing or converting communications networks and protocols between the WIC State Agency/Central office, end users, and host.	M			
e	Plan for conversion of Client Services Application	M			
f	Plan for establishing or converting Central-office functions for approval, reconciliation, payment authorization, and reporting of paid food instruments and Vendor invoice, including electronic transfer to the state of New Hampshire Integrated Financial System (IFS)	M			
g	Plan for establishing Help Desk operations in accordance with RFP 2007-049, Appendix I: <i>Service Level Agreement</i> .	M			
h	On-site system demonstration of Client Services and Central office operations	M			
i	Plan for User Acceptance Testing	M			
j	Plan for end-user training.	M			
k	Plan for statewide deployment.	M			
l	Plan for Ad Hoc Reports	M			
m	Plans for Data Extraction	M			

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Del 1-B	Deliverables Statewide Deployment	M or O	Able to Meet	Not Able to Meet	Vendor Comments
a	Database migration and support	M			
b	Communications networks and protocols	M			
c	Client Services application	M			
d	Central Office application	M			
e	Establish Help Desk Operations	M			
f	On-site system demonstration to StarLINC Project Team	M			
g	User Acceptance Testing	M			
h	End-user training	M			

Del 2	Deliverables	M or O	Able to Meet	Not Able to Meet	Vendor Comments
	Development and Implementation of Plans for Ongoing System Operations, Hosting & Maintenance in accordance with RFP Appendix I, Service Level Agreement, Contractor Responsibilities				
a	Operations Management Support	M			
b	Network Support Services	M			
c	Help Desk Services	M			
d	Daily Operations	M			
e	Hardware & Software Maintenance & Support	M			
f	Security Services	M			
g	Disaster Recovery	M			
h	Ad hoc Reporting Services	M			
I	Data Extraction Services	M			
j	Database Administration Services	M			

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Del 3	Deliverables Modifications and Enhancements Currently Planned	M or O	Able to Meet	Not Able to Meet	Vendor Comments
a	Revisions to WIC Food Package as detailed in an Interim Rule anticipated to be released in September 2007. Proposed implementation date is one year following release of the Interim Rule. Proposed rule was published on August 7, 2006, <i>Federal Register: Volume 71, Number 151, Proposed Rules, pages 44783-44855, Reference 7CFR Part246, Revisions in the WIC Food Package.</i> For further information: USDA Food & Nutrition Service website http://www.fns.usda.gov/wic/regspublished/foodpackagesrevisions-proposedrule.htm	M			
b	Implement the following cosmetic or specific modifications <i>anticipated</i> during FFY 2008: • pick lists for health care providers, • default phone area code, • default zip codes,	M			
c	Develop and implement bar-code capacity for scanning redeemed vouchers into payment application, using same software assumptions as those used in StarLINC Central Office application for paying FMNP coupons. (anticipated during FFY 2007).	M			

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Del 4	Deliverables	M or O	Able to Meet	Not Able to Meet	Vendor Comments
	Written Plans for Managing Additional System Modification and Enhancement, to include at a minimum the following:				
a	Timeline & Critical Milestones	M			
b	Requirements Definition	M			
c	Test Plan	M			
d	Software Development	M			
e	Acceptance Testing and Modification	M			
f	End-User Training	M			
g	Deployment	M			
h	On-Line Help Revisions	M			
i	System Documentation	M			

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the 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. A detailed description of the topic follows in *Topic Descriptions*.

Topics	Not To Exceed Page Limit (NTE)
D-1: STATEMENT OF PROJECT UNDERSTANDING & TECHNICAL APPROACH	
NTE 6 Pages	
Topic 1 –Ability to provide technical resources	
Topic 2 – Ability to provide quality services	
Topic 3 – Project technical approach	
D-2: PROJECT MANAGEMENT ABILITY IN ALL PHASES OF SYSTEM MIGRATION, DEVELOPMENT & MODIFICATION	
NTE 8 Pages	
Topic 4 - Status Meetings and Reports	
Topic 5 – Risk and Issue Management	
Topic 6 – Scope Control	
Topic 7 - Preparation of State Staff on Project Team	
Topic 8 – Quality Assurance Approach	
Topic 9 – Migration Plan	
D-3: TECHNICAL ABILITY/EXPERIENCE IN OPERATING A SYSTEM SIMILAR TO STARLING	
NTE 8 Pages	
Topic 10– Operations	
Topic 11- Technical Support for Local Agencies WIC Agencies	
Topic 12– Help Desk	
Topic 13– Enhancement Support of the StarLINC Application	
D-4 EXPERIENCE IN PROVIDING SIMILAR SERVICES WITHIN THE SCOPE OF THIS RFP	
NTE 2 pages	
Topic 14 – Description of Similar Projects	
Topic 15 – Understanding/Experience with government projects.	

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TOPIC DESCRIPTIONS
D-1 PROJECT UNDERSTANDING & TECHNICAL APPROACH This Section provides a series of topics related to the Vendor's overall understanding of project needs and proposed software that the State of New Hampshire is currently operating Topic 1: Technical Resources: What technical resources does your company bring to this project? How do your company's experience or staff qualifications specifically meet the technical needs of this project? Topic 2: Quality Services: Are there specific actions planned to assure that the quality of services is responsive to project needs? What executive oversights are planned? Topic 3: Project Technical Approach: Please provide a narrative process overview of how your company will migrate and operate the current StarLINC functionality. <i>(This overview should be process oriented, written in non-technical language.)</i>
D-2: PROJECT MANAGEMENT ABILITY IN ALL PHASES OF SYSTEM MIGRATION, DEVELOPMENT & MODIFICATION This subsection provides a series of topics related to management of the project that the State of New Hampshire will consider in selecting and the Vendor.. A maximum length of response for each topic is defined. Topic 4 – Status Meetings & Reports – Describe your company's plan for status meetings and reports during each phase of the project, including decisions and action items pending, Status meetings will be conducted at least weekly during initial conversion or during system modification or enhancement and monthly thereafter and will address overall project status and any additional topics needed to remain on schedule and within budget. The meetings may be conducted by conference call at the expense of the Vendor except that an on-site meeting shall be required at least semi-annually, and more frequently as requested by the State based on activities underway at the time. 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 5 – Risk and Issue Management – Describe your company's proposed approach to the timely identification and effective action on issues and risks. Topic 6 – Scope Control - Suggest an approach for scope control. Describe how the approach has been employed effectively on another project Topic 7 - Preparation of State Staff on Project Team - Describe how State staff assigned to the Project Team will be prepared to contribute. Provide an overview of System interactions and dependencies between functions. Topic 8 – Quality Assurance Approach - Describe the methodology that will be employed to assure that the support services and/or modifications and enhancements delivered are of high quality before submission for State consideration Topic 9 – Migration Plan - Describe how a transfer of data, software, and files, would be managed, including resources required, timeline, dependencies, and establishing network communication with 11 permanent community service provider sites. Describe how specific modifications or enhancements will be managed through a Work Plan.
D-3 – TECHNICAL ABILITY/EXPERIENCE IN OPERATING A SYSTEM SIMILAR TO STARLINC This RFP Section provides a series of technical topics that the State of New Hampshire will consider in selecting a Vendor in response to this RFP (2007-049). A maximum length of response for each topic is defined. Topic 10 – Operations - The State seeks a sound Operations Support function in the following areas: • Daily server backup and recovery • Data synchronization management

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- Remote database administration
- Remote network administration
- Ad hoc report services
- Centralized application security management
- Security precautions
- Disaster recovery services
- Interface with New Hampshire Integrated Financial System
- Automated jobs and extractions
- NH WIC hardware and telecommunications referrals
- Applications management

Vendors should refer to the Draft Service Level Agreement in RFP Appendix I and describe its approach to each of these areas.

Topic 11 - Technical Support for Local Agencies: The Vendor should state their ability to provide technical support for the WIC Local Agencies, with resources identified and any specific experience in off-site customer support noted.

Topic 12 – Help Desk: The Vendor should detail their experience and abilities in providing Help Desk services. Vendors should refer to the attached Service Level Agreement (Attachment 1) when formulating their response and cover areas such as; service hours, hardware requirements, staffing levels, issue and error management, communications and coordination, automated call distribution, troubleshooting, hiring, training, supervision, and call procedures to include first and second level support and call prioritization.

Topic 13 – Enhancement Support: Describe your company’s experience and abilities in enhancing or developing PowerBuilder applications and Sybase databases.

D-4 -EXPERIENCE IN PROVIDING SIMILAR SERVICES WITHIN THE SCOPE OF THIS RFP

This RFP section provides an opportunity for your company to present “hands-on” experience in carrying out similar projects (or phases thereof). It also addresses your company’s familiarity with working on public or governmental program projects.

Topic 14 – Description of Similar Projects – Describe any project(s) managed by your company or key project staff which are similar in nature to one or more components of this project. Please be brief, but include dates commenced and completed, the type of customer, and an executive-level summary of the project. (Maximum number of projects – 2; maximum length ½ page for each)

Topic 15 – Understanding/Experience with Government Projects – Describe any projects managed by your company or key project staff for a government agency. Discuss any specific needs or restrictions of projects for the government. Specifically include any experience with USDA Child Nutrition Programs. Please be brief, but include dates commenced and completed, the type of governmental agency, and an executive-level summary of the project. (Maximum number of projects – 2; maximum length ½ page for each).

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

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

E-1 Required Information on Corporate Qualifications

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

E-1.1 Corporate Overview (2 Page Limit)

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

E-1.2 Financial Strength

Provide the following:

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

E-1.3 Litigation or Administrative Actions

Identify and describe any litigation filed by clients during the last ten (10) years and any administrative actions that have been taken by clients during the last three (3) years. Discuss merits, current status and, if available, outcome of each matter.

E-2 Candidates for Vendor IT Consultant Staff Roles

Provide an organizational chart depicting the Vendor project team. This chart should identify key staff from the Vendor, including any subcontractors.

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 with the qualifications, experience and skills relevant to the requirements and deliverables listed in RFP Appendix C.

Provide resumes not to exceed three (3) pages for each Vendor IT Consultant staff position proposed for project activity. 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;
- A history of the individual's application experience; and

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- At least three (3) references, with contact information, that can address the individual's performance on past projects.

Although the State recognizes that staff availability is somewhat uncertain, qualifications of Vendor IT Consultant staff assigned to the Project are critical. IT Consultant Staff recommended for staff support for enhancements must be available full time for the duration of each of the enhancement projects commissioned during the period of the Contract.

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APPENDIX F: PRICING WORKSHEETS

Del 1-A	Deliverables Development Plans For System Migration (Written plan required for each deliverable.)	Proposed Completion Date (Assume start date of 7/1/07)	Firm Fixed Price for Each Deliverable
a	Project plan for system migration, to include schedule and milestones, with critical paths clearly identified and staff to be assigned (by position).		
b	Plan for converting and supporting the current StarLINC database.		
c	Plan for transition coordination with current system contractor		
d	Plan for establishing or converting communications networks and protocols between the WIC State Agency/Central office, end users, and host.		
e	Plan for conversion of Client Services Application		
f	Plan for establishing or converting Central-office functions for approval, reconciliation, payment authorization, and reporting of paid food instruments and Vendor invoice, including electronic transfer to the state of New Hampshire Integrated Financial System (IFS)		
g	Plan for establishing Help Desk operations in accordance with RFP 2007-049, <i>Appendix I: Service Level Agreement</i> .		
h	On-site system demonstration of Client Services and Central office operations		
i	Plan for User Acceptance Testing		
j	Plan for end-user training.		
k	Plan for statewide deployment.		
l	Plan for Ad Hoc Reports		
m	Plans for Data Extraction		
TOTAL COST FOR DELIVERABLE 1-A			\$

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Del 1-B	Deliverables Statewide Deployment	Proposed Completion Date (Assume start date of 7/1/07)	Firm Fixed Price for Each Deliverable
a	Database conversion and support		
b	Communications networks and protocols		
c	Client Services application		
d	Central Office application		
e	Establish Help Desk Operations		
f	On-site system demonstration to StarLINC Project Team		
g	User Acceptance Testing		
h	End-user training		
TOTAL COST FOR DELIVERABLE1-B			\$

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Del 2	Deliverables	Proposed Completion Date (Assume start date of 7/1/07)	Firm Fixed Price for Each Deliverable
	Development and Implementation of Plans for Ongoing System Operations, Hosting & Maintenance in accordance with RFP Appendix I, Service Level Agreement, Contractor Responsibilities		
a	Operations Management Support		
b	Network Support Services		
c	Help Desk Services		
d	Daily Operations		
e	Hardware & Software Maintenance & Support		
f	Security Services		
g	Disaster Recovery		
h	Ad hoc Reporting Services		
I	Data Extraction Services		
j	Database Administration Services		
TOTAL OF ALL COST FOR DELIVERABLE D-2 Record monthly costs below by program. <i>Source: Table F-1, Col 1, Transition Year</i>			\$
WIC COSTS FOR DELIVERABLE 2			\$
CSFP COSTS FOR DELIVERABLE 2			\$
FMNP COSTS FOR DELIVERABLE 2			\$

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Del 3	Deliverables Modifications and Enhancements Currently Planned	Proposed Completion Date (Assume start date of 7/1/07)	Firm Fixed Price for Each Deliverable
a	Revisions to WIC Food Package as detailed in an Interim Rule anticipated to be released in September 2007. Proposed implementation date is one year following release of the Interim Rule. Proposed rule was published on August 7, 2006, <i>Federal Register: Volume 71, Number 151, Proposed Rules, pages 44783-44855, Reference 7CFR Part246, Revisions in the WIC Food Package.</i> For further information: USDA Food & Nutrition Service website http://www.fns.usda.gov/wic/reqspublished/foodpackagesrevisions-proposedrule.htm		
b	Implement the following cosmetic or specific modifications <u>anticipated</u> during FFY 2007: • pick lists for health care providers, • default phone area code, • default zip codes,		
c	Develop and implement bar-code capacity for scanning redeemed vouchers into payment application, using same software assumptions as those used in StarLINC Central Office application for paying FMNP coupons. (anticipated during FFY 2007).		
TOTAL COST FOR DELIVERABLE 3			

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Del 4	Deliverables	Proposed Completion Date (Assume start date of 7/1/07)	Firm Fixed Price for Written Plan
	A Written Plan for Managing Additional System Modification and Enhancement, to include at a minimum the following:		
a	Timeline & Critical Milestones		
b	Requirements Definition		
c	Test Plan		
d	Software Development		
e	Acceptance Testing and Modification		
f	End-User Training		
g	Deployment		
h	On-Line Help Revisions		
i	System Documentation		
TOTAL COST FOR DELIVERABLE D-4			\$

NOTE: Deliverable 4 Costs To Be Individually Determined Based On Rates Entered Into Table F-2 & Approved Change Orders

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Table F-1 Help Desk and Operations

Service rendered during normal working hours, 7:30 am –5 pm, Monday through Friday EST/EDT. (Help Desk working hours are contained in RFP 2007-049, Appendix H, *Service Level Agreement*)

Help Desk and Operations	Cost Transition Period* 7/1/07 – 9/30/08	Cost FFY 2009 (10/1/08-09/30/09)	Cost FFY 2010 (10/1/09-09/30/10)	Cost FFY 2011 (10/1/10-09/30/11)	Cost FFY 2012 (10/1/11-09/30/12)
WIC Program Services	\$ per month	\$ per month	\$ per month	\$ per month	\$ per month
Commodity Supplemental Food Program Services	\$ per month	\$ per month	\$ per month	\$ per month	\$ per month
Farmers' Market Nutrition Program Services	\$ per month	\$ per month	\$ per month	\$ per month	\$ per month

NOTE: Enter costs by program in price sheet for Deliverable 2

NOTES:

- *This period includes an extra quarter (7/1/07-9/30/07) for transition to the Federal Fiscal Year funding cycle. Subsequent years are four quarters only (10/1-9/30).
- Price should be quoted per month
- Insert monthly costs from transition year (7/1/07 - 9/30/08) into Deliverable 2 Worksheet
- Transition Year: Includes an extra quarter (7/1/07-9/30/07) for transition to the Federal Fiscal Year funding cycle.
- Federal Fiscal Years run October 1 – September 30
- Subsequent years are four quarters only (10/1-9/30).
- Enter costs by program into Deliverable 3

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Table F-2, IT Services Hourly Rates (for Deliverable 4)

NOTES:

- Transition Year: Includes an extra quarter (7/1/07-9/30/07) for transition to the Federal Fiscal Year funding cycle.
- Federal Fiscal Years run October 1 – September 30
- Subsequent years are four quarters only (10/1-9/30).
- Price should be quoted by hour
- Travel costs shall be based on actual costs, except that the per diem rate for meals may not exceed current federal allowances established for the travel destination. Supporting documentation may be requested by the Department.

IT SERVICES Position Title	Transition Year	FFY 2009 (10/1/08-09/30/09)	FFY 2010 (10/1/09-09/30/10)	FFY 2011 (10/1/10-09/30/11)	FFY 2012 (10/1/11-09/30/12)
Executive Project Manager					
Project Coordinator					
Senior Functional Subject Matter Expert					
Senior Technical Expert					
▪ Database Administrator					
▪ Lead Developer					
▪ Other (describe)					

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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 of New Hampshire.
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 prior to 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.

G-2 Computer Access and Use Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES VENDORS MUST UNDERTAKE AND THE RULES VENDORS MUST ADHERE TO ONCE 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, systems, 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 systems. 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.

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- 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 system 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.
- 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 E-mail Use

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

1. Any unlawful purpose.

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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 systems, 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.
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 e-mail 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

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- 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
- h.** Intentionally developing programs designed to harass users or to infiltrate a computer or computing system 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

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

(SELECTED VENDOR TO SUBMIT DURING CONTRACT FINALIZATION)

As a condition of Contract award, the selected Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 2007, from the Office of the Secretary of State of New Hampshire. This certification will be required during final Contract processing 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 same office.

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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.

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 prior to the Effective Date; however, if the Vendor commences work prior to 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 Contract Exhibit B: *Price and Payment Schedule*.

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.

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 Contract Exhibit B: *Price and Payment Schedule*.

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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 funds from the United States government, 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.

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.

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice may be provided electronically but must be submitted as an original document with an original signature within five (5) business days. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	<VENDOR>	<u>The State</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	<NAME> <TITLE>	Robin Williamson McBrearty, MSW, Project Director Nutrition & Health Promotion Section	5 Business Days
First	<NAME> <TITLE>	Alice Ely, MPH, Chief Bureau of Prevention Services	10 Business Days
Second	<NAME> <TITLE>	Mary Ann Cooney, RN, MS, Director, Division of Public Health Services	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. These dates may be extended upon the written agreement of both parties.

G-4.7 Termination

G-4.7.1 Termination for Default

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, at a minimum, take any or all of the following actions:

- a. Set off against any other obligations the State may owe to the Vendor;
- b. 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,

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advertising, applicable fees, charges or penalties, and staff time costs; and

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

G-4.7.1.3 In the event of a default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days, unless otherwise extended by the Vendor.

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 times (2X) the total Contract price, except as otherwise provided in RFP Appendix G-4 Section 13: *Indemnification*.

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 RFP Appendix F: *Pricing Worksheets*, Tables F-1 and F-2.

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.

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- 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.

- 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 RFP 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

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developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

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 RFP Section G-4.9 shall survive termination or Contract Conclusion.

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.

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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) acts or omissions of the Vendor, its personnel or agents during the course of performance of the Services hereunder.

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 RFP Section G-4.13: *Indemnification* 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

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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 or other form of express, or overnight mail delivery provider. Electronic communications may be forwarded but shall not take the place of formal notice above.

TO STATE:

Robin Williamson McBrearty, Project Director
New Hampshire Dept. of Health & Human Services
Division of Public Health Services
29 Hazen Drive
Concord, New Hampshire 03301-6504
603-271-4546

TO VENDOR:

<NAME>
<COMPANY>
<ADDRESS>
<CITY, STATE, ZIP>
<PHONE>
<FAX>

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 US Department of Agriculture and 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.

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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 counterparts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings.

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G-5 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 _____, 2005, which meeting was duly held in accordance with _____ (State of incorporation) law and the by-laws of the Corporation:

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

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

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

_____ President

_____ Vice President

_____ Treasurer

and;

- (7) The corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this _____ day of _____, 2005.

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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: _____

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APPENDIX H: TERMS AND DEFINITIONS

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

Acceptance	A notice from the State to the Contractor that, as applicable, Acceptance Testing or Review has been satisfied.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	An Acceptance Test Plan document describes in detail the series of tests and training to be performed with corresponding Acceptance Criteria and how the tests will be performed.
Agency	Department of Health & Human Services, Division of Public Health Services
Best and Final Offer (BAFO)	For negotiated procurements, a contractor's final offer following the conclusion of discussions. 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'
Business Continuity Plan	Prioritized list organized functions and activities that must be continued under any and all circumstances. Essential functions of the organization, Prioritized essential functions. .
CDC	US DHHS, Centers for Disease Control
Central Processing Site (CPS)	System host
Certification	The Contractor's written declaration with 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.
Change Order	The document used to propose and accept changes to the Work Plan
Clinic	Site where direct client services are provided; may be permanent or mobile.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure
Contract	Binding legal agreement between the State of New Hampshire and the Contractor, as approved by the Governor & Executive Council of the State of New Hampshire. 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.
Contract Manager	The persons identified by the State and by the Contractor 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

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	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)
Critical Outage	Technology-related outages of an unscheduled or unplanned nature that typically result from malfunction of hardware, software, or data communication lines.
CSFP	Commodity Supplemental Food Program, a USDA-funded program operated through StarLINC.
Custom Software	Software developed specifically for the StarLINC system
Customer Satisfaction Survey	Survey of end users to determine degree of satisfaction with system and additional changes needed.
Customer Support Log	Log of Help Desk calls, including actions taken and final disposition
DAS	Department of Administrative Services
Data	State's records, files, forms, data and other documents or information that will be converted by Vendor for processing
Days	Calendar days unless otherwise indicated.
DBA	Database Administrator
Deficiency/Deficiencies	A failure of a Deliverable or a defect in a Deliverable resulting in its not conforming to its Specification or deviation from approved specification of the System document: • Class A Defect - Critical does not allow system to operate, no work around, demands immediate action. • Class B Defect – Defect does not stop operation. There is a work around and user can perform tasks. • Class C Defect – Defect cosmetic in nature, minimal effect on system, low priority. User can use system.
Deliverable	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
Deployment	A contracted grouping of Deliverables including but not limited to Software, Services, and Warranties scheduled for implementation.
Disaster Recovery Plan	A plan for recovery from natural or man-made disaster events, providing an overview of the various authorities and responsibilities that the contractor, the State agency and local agencies have in the event of a disaster that poses the need for emergency food assistance.
Documentation	All operations, technical, user and other manuals used in conjunction with the System and Software, in whole and in part.
Effective Date	The date on which an agreement, such as a contract, takes effect.
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.
Federal Fiscal Year (FFY)	The USDA Federal Fiscal Year extends from October 1, 2006 through September 30 th of the following calendar year.
Firm Fixed Price Contract (FFP)	A firm-fixed-price Contract provides a price that is not subject to increase, i.e., adjustment based on the Contractor's cost experience in performing the contract.
FMNP	Farmers' Market Nutrition Program, a USDA-funded program operated through StarLINC.

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GAAP	Generally Accepted Accounting Principles
Governor and Council	The New Hampshire Governor and Executive Council.
HIPAA	Health Insurance Portability and Accountability Act of 1996.
Information Technology (IT)	Reference for the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.
Local Agency	A community-based agency under Contract to the Division to provide direct WIC/CSFP/FMNP services, and end-users of the Client Services application.
Mobile Server	Laptop server used to support StarLINC actions at mobile clinic sites.
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.
Normal Business Hours	8:00AM to 4:30PM EDT/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 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Help Desk hours are detailed in the Service Level Agreement.
Notice to Proceed	The State Project Director'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.
Order of Precedence	The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.
Priority Requests	Ranking system that shall be used to categorize all requests for service, as defined in the Service Level Agreement.
Project	The planned undertaking regarding the subject matter of this Contract and the activities of the parties related hereto.
Project Directors	The persons identified by each party who shall function as the State's and Vendor's representatives with respect to final approval of Contract deliverables, Contract payments, and Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Managers	The persons identified by each party who shall manage the day-to-day operations of the project, including coordination of communications, Help Desk, hardware and software maintenance and support, recommendation of Contract deliverables, Change Requests or other similar actions as appropriate to the specific actionable event
Proposal	The submission from a Contractor in response to the RFP.
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 Project events and activities.
Services	The work or labor to be performed by the Contracted Vendor on the Project as described in the Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the

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	requirements and terms of the Specifications.
Specifications	Documents that describe the requirements of and the functions to be performed by the resulting Deliverables.
StarLINC	New Hampshire WIC/CSFP/FMNP Management Information System to be operated maintained and/or enhanced under this RFP and resulting contract.
State	The State of New Hampshire, acting through the Department of Health & Human Services.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
State's Confidential Information	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.
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
Terminal Services	Allows users to access applications or data stored on a remote computer over a network connection.
UAT	User Acceptance Test
USDA/FNS	US Department of Agriculture, Food & Nutrition Services
Vendor	A Contractor submitting a Proposal to provide IT Consulting services in response to this RFP
WIC	Special Supplemental Nutrition Program for Women, Infants, & Children, a USDA-funded program operated through StarLINC
Work Plan	The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project.

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APPENDIX I: SAMPLE SERVICE LEVEL AGREEMENT

The Sample Service Level Agreement (Addendum 1) is hereby incorporated into this RFP by reference.