

State of New Hampshire

**DEPARTMENT OF RESOURCES AND
ECONOMIC DEVELOPMENT
(DRED)**

**DIVISION OF
TRAVEL AND TOURISM
(DTTD)**

**NH COOS COUNTY NORTH COUNTRY
REGIONAL WEB SITES
DEVELOPMENT AND HOSTING**

RFP 2010-003

RFP ISSUED on or about.....4/20/2009

VENDOR CONFERENCE.....TIME: 2:00 PM (EST) 4/30/2009

**AT: Department of Resources and Economic Development
DRED Conference Room 172 Pembroke Road
Concord, NH**

**STATE CONTACT.....Henry Goode
henry.goode@dred.state.nh.us
603-271-2665**

CONTRACT TYPE.....FIRM FIXED PRICE

PROPOSALS DUE.....2:00 PM, 5/21/2009

**AT: Department Of Administrative Services
Room 102, 25 Capitol Street
Concord, NH 03301**

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

1. INTRODUCTION

The State of New Hampshire, acting through the Department of Resources and Economic Development (DRED), is releasing this RFP to procure a Vendor to provide Web Site development and hosting services for Web Sites for Coos County.

Northern Community Investment Corporation (NCIC) in cooperation with DRED has retained a rural tourism development consultant (Destination Development, Inc. - DDI) to deliver a Development, Branding and Marketing Plan for Coos County in the North Country of New Hampshire. That plan was delivered in December 2008, which details a comprehensive brand for the region and the goals, strategies and tactics that will increase tourism business in this area. A key component of that plan is the development of a North Country Tourism Web Site and five Chamber of Commerce sites that are compatible with each other and are similar in functionality to the State's www.visitnh.gov. DRED has been awarded a grant to facilitate the design, development, launch and hosting of six (6) tourism Web Sites and to transition ownership and management of these fully functioning Sites to the NCIC and the five Chambers of Commerce in the North Country.

1.1 Contract Award

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

1.2 Contract Type

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

1.3 Contract Term

Time is of the essence.

The Vendor shall be fully prepared to commence work by August, 2009, and to fully implement the requirements of this RFP by December 1, 2009.

1.4 High Level Scope of Work/Services

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

- Strategic consulting and research
- Web Site design
- Web Site development
- Database development
- Content management solution
- Data migration (as needed for the five chamber Sites)
- Web Site copy writing (for Coos Site only in cooperation with NCIC staff)
- Web Site hosting for the six (6) Sites
- Web support and maintenance
- Information mapping
- Training on content management for Coos entities

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

- Providing a proposal for the ongoing support and maintenance of the Web Sites with the NCIC and the five Chambers of Commerce.

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

1.5 Schedule of Events

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

EVENT	DATE	TIME
RFP released to Vendors (on or about)	April 20, 2009	
Vendor inquiry period begins (on or about)	April 21, 2009	
Notification to the State of the number of representatives attending the Vendor Conference	On or before April 29, 2009	
Vendor's Conference; location identified in General Instructions, Section 4.3	April 30, 2009	2:00 PM
Vendor inquiry period ends (Final inquiries due)	May 6, 2009	
Final State responses to Vendor inquiries	May 13, 2009	
Final date for Proposal submission	May 21, 2009	2:00 PM
Invitations issued for oral presentations	May 26-27, 2009	
Vendor presentations	June 2, 2009	
Anticipated Contract Finalization	TBD	
Anticipated Notice to Proceed	TBD	

2. DEFINITIONS OF TERMS

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

3. SOFTWARE, SERVICES, REQUIREMENT AND DELIVERABLES

Each Proposal must present the total solutions for the Coos County North Country Regional Web Sites Project and must address the following areas:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

3.1 Requirements

- 3.1.1 Appendix B:** Minimum standards for Proposal consideration, compliance with Requirements, Vendor Implementation experience, and proposed Vendor Project Team.
- 3.1.2 Appendix C:** requirements categorized by mandatory and optional.
- 3.1.3 Appendix D:** Mandatory narrative descriptions of software, technical, services and Project management topics.
- 3.1.4 Appendix E:** Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.

4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of Administrative Services, Bureau of Purchase and Property, no later than the time and date specified in Section 1.4: *Schedule of Events*. Proposals must be addressed to:

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

Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
RESPONSE TO DRED RFP 2010-003
NH COOS COUNTY WEB SITES DEVELOPMENT AND HOSTING**

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

All Proposals submitted in response to this RFP must consist of one (1) original and six (6) clearly identified copies of the Proposal, including all required attachments, and one (1) electronic copy on CD Rom in MS WORD format, accompanied by the transmittal letter described in Section 4.19.2: *Transmittal Form Letter*, herein. The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. One (1) copy of the Proposal Transmittal Form Letter shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL." A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

4.2 Proposal Inquiries

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

Alice DeSouza, Director, DRED/DTTD
Department of Resources and Economic Development
172 Pembroke Road
Concord, New Hampshire, 03301
Telephone: (603) 271-2665
Email: alice.desouza@dred.state.nh.us

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

Inquiries must be received by the State's RFP Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see 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 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.

4.2.1 Restriction of Contact With State Employees

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

4.3 Vendor Conference

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

Department of Resources and Economic Development
DRED Conference Room
172 Pembroke Road
Concord, New Hampshire 03301

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

Vendor participation may be by teleconference, if requested in advance. Vendors are requested to RSVP via email by the date identified in Section 1.4: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference.

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

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted on the DAS Web Site by the date specified as the final State responses to Vendor Inquiries as specified in 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.

4.4 Alteration of RFP

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

4.5 RFP 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.

4.6 Non-Collusion

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

4.7 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 1.4: *Schedule of Events*, or until the Effective Date of any resulting contract, whichever is later.

4.8 Property of the State

All material received in response to this RFP shall become the property of the State and 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

4.9 Confidentiality of a Proposal

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

4.10 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its Information Technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State Networks, Systems and Data. The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

4.11 Public Disclosure

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

4.12 Non-Commitment

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

4.13 Proposal Preparation Cost

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

4.14 Oral Presentations/Interviews and Discussion

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT Consultants proposed to develop the specified software. Any and all costs associated with oral presentations/interviews shall be borne entirely by the Vendor.

4.15 Required Contract Terms and Conditions

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

4.16 Award

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

The State reserves the right, at its discretion, to award by item, part or portion of an item, group of items, or total Proposal.

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

4.17 Proposal Submission Requirements

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

4.18 Proposal Format

Proposals should follow the following format:

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

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

4.19 Proposal Organization

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

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Narrative Responses
- **Section V:** Corporate Qualifications
- **Section VI:** Qualifications of Key Staff
- **Section VII:** Cost Proposal

4.20 Proposal Content

Proposals must contain the following:

**STATE OF NEW HAMPSHIRE
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DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

4.20.1 Cover Page

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

RESPONSE TO DRED RFP 2010-003
NH COOS COUNTY NORTH COUNTRY REGIONAL WEB SITES
DEVELOPMENT AND HOSTING**

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

4.20.2 Transmittal Form Letter

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

Remainder of this page intentionally left blank

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

State of New Hampshire Proposal Transmittal Form Letter

Company Name _____

Address _____

To: NH DRED Point of Contact: Henry Goode
Telephone (603) 271-2665
Email: henry.goode@dred.state.nh.us

RE: Proposal Invitation Name: NH COOS County Web Sites Development and Hosting
Proposal Number: 2010-003
Proposal Opening Date and Time: May 15, 2009 at 1:00 PM

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the services indicated in **RFP DRED 2010-003 NH COOS County North Country Regional Web Sites Development and Hosting** at the prices quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6: *General Contract Requirements* and Appendix G-4: *State of New Hampshire Terms and Conditions*.

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

We attest to the fact that:

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

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

That the prices quoted in the proposal were established without collusion with other eligible vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and
The Vendor has read, signed, and included this RFP and any subsequent addendum (a).

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

4.20.3 Table of Contents

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

4.20.4 Section I: Executive Summary

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

4.20.5 Section II: Glossary of Terms and Abbreviations

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

4.20.6 Section III: Responses to Requirements and Deliverables

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

Requirements are designated as *Mandatory* ("M") or *Optional* ("O") features of the proposed solution.

Using the Table C.1-1 *Vendor Response Checklist – Requirements and Deliverables* in Appendix C, the Vendor must document the ability to meet the requirements and Deliverables of this RFP.

4.20.7 Section IV: Narrative Responses

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

4.20.8 Section V: Corporate Qualifications

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

4.20.9 Section VI: Qualifications of Key Staff

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

- c. Qualifications of candidates for key Vendor staff roles.

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

4.20.10 Section VII: Cost Proposal

The Cost Proposal must include the following:

- The *Activities/Deliverables/Milestones Pricing Worksheet* prepared using the format provided in Table F-1-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Proposed Position – Initial Contract Term Vendor Rates Worksheet* prepared using the format provided in Table F-2-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

5. PROPOSAL EVALUATION PROCESS

5.1 Scoring

The State will use a scoring scale of a maximum of 1000 points, which shall be applied to the Solution as a whole. Points will be distributed among six (6) factors:

- 125 points – Vendor’s demonstrated design and creative abilities;
- 200 points – Vendor’s experience and knowledge of tourism web sites;
- 150 points – Vendor’s technical capabilities;
- 150 points – Vendor’s ability to provide efficient, timely service and project management;
- 125 points – Vendor company and staffing qualifications;
- 250 points – Solution Cost (Rates and Pricing);
- 1000 points – Total Possible Score.

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

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

5.3 Planned Evaluations (As Appropriate)

The State plans to use the following process:

- Initial screening;
- Preliminary evaluation of the Proposals and reference and background checks;
- Oral interviews and product demonstrations;
- Best and Final Offer (BAFO), if appropriate, and
- 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 are addressed in Section 4: *Instructions*.
- Minimum standards are defined in Appendix B: *Minimum Standards for Proposal Consideration*.
- Agreement to the State’s terms and conditions and provisions as defined in the RFP without exception.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

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 and Background Checks

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

5.3.3 Oral Interviews and Product Demonstrations

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

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

For each invited Vendor, the oral interview and product demonstrations will be not more than one hour in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial review of the Proposals.

5.3.4 Best and Final Offer (If appropriate)

The State may, at its sole option, either accept a Vendor's initial proposal by award of the Contract or enter into discussions with Vendors whose proposals are deemed best qualified to be considered for an 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. After making a preliminary determination of award, the State reserves the right to conduct Site visits to a Vendor location and/or government Sites, which utilizes the Vendor software and/or services.

5.4 Proposal Evaluations

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

5.4.1 Scoring of the Vendor's Design and Creative Abilities

The Vendor's design and creative abilities will be allocated a maximum score of one hundred twenty-five (125) points.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

5.3.2 Scoring of Vendor's Experience and Knowledge

The evaluation of the Vendor's experience and knowledge of Tourism Web Site design, development, and maintenance will be allocated a maximum score of two hundred (200) points.

5.3.3 Scoring of Vendor's Technical Capabilities

Technical topics to be addressed in Proposals are identified in Section D-3: *Technical Topics* of Appendix D: *Topics for Mandatory Narrative Responses*. Key aspects to be evaluated for topics are listed below. The maximum score is one hundred and fifty (150) points.

5.3.4 Scoring of Service and Project Management

Service and project management topics to be addressed in Proposals, valued at one hundred and fifty (150) points, are identified in Section D-4: *Service and Project Management Topics* of Appendix D: *Topics for Mandatory Narrative Responses*.

5.3.5 Scoring of Vendor Company and Staffing Qualifications

Vendor qualifications (including any Subcontractors) will be allocated a maximum score of one hundred twenty-five (125) points, are identified in Section D-5: *Company and Staffing Qualifications* of Appendix D: *Topics for Mandatory Narrative Responses*.

5.3.6 Scoring the Vendor's Web Site Solution Cost

The cost of the Vendor's Proposal will be allocated a maximum score of two hundred and fifty (250) points for cost. The State will consider both development and subsequent five (5) year hosting and maintenance costs, provided in Tables F-1-1: *Activities/Deliverables/Milestones Pricing Worksheet* and F-4: *Web Site Hosting, Maintenance, and Support Pricing Worksheet*. 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:

$$\text{Vendor's Cost Score} = (\text{Lowest Proposed Cost} / \text{Vendor's Proposed Cost}) \text{ times } 250)$$

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

6. GENERAL CONTRACT REQUIREMENTS

6.1 State of NH Terms and Conditions and Contract Requirements

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

6.2 Contract Term Dates

See Section 1.3: *Contract Term*.

6.3 Non-Exclusive

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the services identified under this procurement.

6.4 Vendor Selection

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

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

6.5 Vendor Responsibilities

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

The Vendor may subcontract Services subject to the RFP, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and Appendix G-4: *State of New Hampshire Terms and Conditions*. The Vendor must submit with its Proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

6.6 Project Budget/Price Limitation

The State has approximately \$55,000.00 budgeted for this Project, subject to Section 2: *Conditional Nature of Contract* of the State of New Hampshire terms and conditions contained in Appendix G -4: *State of New Hampshire Terms and Conditions*.

6.7 State Contracts

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

6.8 HIPAA

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

6.9 Vendor Staff

In their Proposal the Vendor shall assign and identify a Project Manager and key Vendor staff, in accordance with the requirements and Deliverables of Appendix C: *Requirements and Deliverables* and Appendix E: *Standards for Describing Vendor Qualifications*.

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, at the State's discretion, review of the proposed Project Manager's resume and qualifications, and an interview. The Project Manager must have full authority to make binding decisions under the Contract, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond within two (2) hours to inquiries from the State, and at the Site as needed. The Vendor must use his or her best efforts on the Project. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract.

The Vendor shall not change key Vendor staff and Project Manager (collectively referred to as "Project Team") commitments 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 Team shall require the prior written approval of the State. Replacement of a Project Team member shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

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

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

6.10 Work Plan

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

The Vendor shall update the Work Plan as necessary, but no less than once every two (2) weeks to accurately reflect the status of the project schedule, tasks, Deliverables, critical events, task dependencies, and payment schedule. Any updates to the Work Plan shall require the prior approval of the State. Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract.

In the event the Vendor requires additional time to correct Deficiencies, the schedule shall not change unless previously agreed in writing by the State. In the event of a delay in the schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the Project. The Schedule shall automatically extend on a day-to-day basis to the extent that the State's execution of its major tasks takes longer than described in the Work Plan.

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

6.11 Deliverables

The Vendor shall provide the State with the Deliverables in accordance with the requirements, terms of the Contract. All Deliverables shall fully meet and perform in accordance with the Specifications of the RFP and resulting Contracts. Upon its submission of a Deliverable, the Vendor shall represent that it has performed its obligations under the Contract associated with the Deliverable. Descriptions of the Deliverables are provided in Appendix H.

Unless otherwise stated in the Contract documents, the State's review of all Deliverables will be in accordance with the time periods set forth in the Work Plan. For each rejection, the Acceptance Period shall be extended at least one time, and thereafter may be extended, at the option of the State, by the corresponding time required to correct any identified Class A or Class B Deficiency, retest or review, as applicable, provided however, that the Vendor shall not be obligated to continue performance if it

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

reasonably believes that it cannot correct the Deficiency, in which case it shall promptly notify the State thereof and the State may immediately declare Vendor in Default, and avail itself of the remedies available to it in law and in equity.

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

6.11.1 Software Deliverables Review

Software Deliverables review is further described in Section 6.11.5 below.

6.11.2 Non-Software Deliverables Review

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

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

Upon receipt of the corrected Deliverable, the State will have five (5) business days to review the corrected Deliverable and notify the Vendor of its Acceptance or rejection thereof with the option to extend the review period up to five (5) additional business days. If the Vendor has failed to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Vendor to continue until the Deficiencies are corrected. If the Vendor is unable to remedy the Deficiency during the cure period, then the State may declare the Vendor in default, pursuant to Appendix G-4, Section 8, and immediately pursue its remedies at law and in equity.

6.11.3 Written Deliverables Review

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

The State will review and either approve the proposed content for the written Deliverable or not accept it and specify what the State requires. The finalized Table of Contents, template, or a draft or sample document, will then be utilized to subsequently review the Deliverable to

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

ensure it has met the State's expectations and can be accepted or not accepted based on previously agreed upon criteria.

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

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

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

6.11.4 Required Software Licenses

The Vendor will work with the State to ensure that the proper licensing and support is put in place, if required for the Project. The Vendor will be responsible for ensuring that their Proposal adequately identifies Software products and licensing that the State will require for Implementation. The State will contract directly with the software publishers, if required.

6.11.5 Software - Testing and Acceptance

The State requires that an integrated and coherent approach to complete testing, Deficiency correction and Acceptance testing be provided. The use of a Vendor's proprietary deployment methodology could provide cost and productivity efficiencies that the State may consider. This is contingent upon the Vendor meeting the requirements outlined in this RFP. The Vendor will play a major role in the testing of the Software and the System and will be fully responsible for all aspects of the testing and preparing all documents required for testing and testing coordination activity.

All testing and Acceptance addressed herein shall apply to testing the System as a whole and its discrete parts (e.g., software modules, functions, elements, and deployments).

In its Proposal, the Vendor must include its proposed test plan and testing methodology. After Contract award, the Vendor may be required to customize its proposed test plan methodology to reflect the needs of the Project and include the details of its test plan methodology in the detailed Work Plan (the first Project Deliverable). A separate test plan and set of test materials will be prepared for each Deployment (which will cover functions or modules to be tested in that Deployment). During each stage of testing, the Vendor shall ensure that the Work Plan and test plan fully outline, at a minimum, the State's and Vendor's activities, roles, timelines, and dependencies.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

6.11.5.1 Time Period for Testing

Prior to the User Acceptance Testing (UAT) start, the State plans to provide support to the Vendor to test the System, throughout the course of the Project as detailed in the Work Plan Schedule and in the test plan. However, the Vendor will be responsible for performing testing prior to involving State resources to ensure efficient use of State time and effort. UAT will commence after the Vendor, in partnership with the State Project Manager, provides Certification that: the UAT environment (servers, all applications, and data) has been properly configured for testing; State users to be involved in the testing have been properly prepared to perform their duties as testers; and pre-requisite testing has been executed successfully as outlined in the test plan and test scripts/scenarios.

The Vendor will be responsible for defining adequate timeframes for State and Vendor staff to properly test the Software and the System. The functionality will have widespread impact on the State and will need to be tested thoroughly from a functional and process perspective.

It is crucial that State testing activities (and any training activities required as pre-requisites to testing) not be abbreviated in order to meet Project Implementation Schedules. The Vendor must disclose in their Proposal the scheduling assumptions they have used in regards to the State resource efforts required during testing. The Vendor cannot “over allocate” State staff beyond their availability; see Appendix A for detailed State resource breakout. The State requires that the testing activities be represented in both terms of resource effort (how many resources would be required and how many days per week) and duration (the overall timeframe for each testing period).

Vendors are required to explain how the State resource testing efforts outlined above are consistent with the Work Plan and the parameters of Appendix A.

6.11.5.2 Vendor Testing Responsibilities

The following represent the Vendor’s testing responsibilities for the Project:

- a.** The Vendor will be responsible for the full suite of test planning, preparation and execution (other than UAT) throughout the Project.
- b.** Coordinate all testing activity, including User Acceptance Testing (UAT), bug tracking, and resolution coordination.
- c.** Provide the State with a test plan Deliverable that includes identification, preparation, and documentation of testing roles (State and Vendor), planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, unit/integration tests, expected results, and a bug tracking and a process flow that outlines how the tracking will be used and how test environment change management will be handled. A separate test plan and associated testing materials will be provided for each deployment. The test plan must be kept up-to-date with the timeframes outlined in the Work Plan.
- d.** Prepare an appropriate number of test scripts to adequately test all requirements that may be used by the State during defined testing timeframes as outlined in the test plan and the Implementation Services Vendor’s Work Plan.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

- e. Perform regression testing on components to verify that modifications have not caused adverse affects, to reduce State employee re-testing time, and to ensure that the Software and the System meet the specified requirements.
- f. The Vendor will be responsible for defining criteria in the test plan, which define when regression testing will occur and what steps it will take to ensure that modifications do not indirectly impact other areas of previously approved functionality.
- g. Prepare all Software development, configuration, and testing environments.
- h. Provide the State with a testing environment independent from the Vendor's development environment.
- i. Provide testing support for the State during UAT, which includes: helping users with process flow clarifications, logging and monitoring issues, reporting on testing status, and analysis.
- j. Correct Deficiencies in the Software and the System throughout all testing efforts until the end of the Warranty Period,
- k. Perform unit, integration, and associated performance tests prior to full-scale State resource Acceptance testing.
- l. The Vendor's Project Manager will provide written certification that the Vendor has adequately tested the System prior to State resources performing User Acceptance Testing.

6.11.5.3 State Testing Responsibilities

The following represents the State's testing responsibilities for the Project:

- a. Review the Vendor's test plan. The State may choose to accept or not accept this plan based upon agreed upon acceptance criteria for this Deliverable.
- b. Ensure that the Hardware and Operating Software required for development and testing are installed per the Original Equipment Manufacturer specifications. The State will work with the Vendor to review and finalize these specifications.
- c. Provide coordination and review support for the Vendor for testing activity prior to and during User Acceptance Testing.
- d. Review and follow an acceptance/non-acceptance process on the results of the Vendor's regression, and Integration tests.
- e. Extract necessary test data from the State's legacy systems for the Vendor.
- f. Review and follow an acceptance/non-acceptance process on the design and specifications of the Interfaces and Conversions created by the Vendor.
- g. Provide support for the Vendor for development, Integration, and associated performance testing.
- h. Provide User Acceptance Testing resources that will execute test scripts for modules provided by the Vendor and/or additional scripts developed by the State.
- i. Follow an acceptance/non-acceptance process to accept or reject UAT testing results.

6.11.5.4 Test Plan

The test plan will guide all testing. The Vendor will be responsible for all testing prior to UAT. State resources will participate in testing prior to UAT as outlined in the test plan and agreed upon Work Plan to support the Vendor. The testing for UAT will be conducted by the State, or its designee, in a test environment independent from the Vendor's development environment. The Vendor must assist

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

the State with testing as requested by the State, at no additional cost, primarily for UAT coordination, bug tracking, issue resolution, status preparation, and analysis. Within five (5) business days of receiving Certification from the Vendor that the is installed, complete, ready for State testing, and that all unit, and integration testing have been successfully completed as specified in the test plan, and the State's personnel have been trained, the State will commence UAT.

6.11.5.4.1 Systems and Integration Testing

The systems and integration testing includes all the discrete parts and the System as a whole. The State will provide support as the Vendor conducts and coordinates systems and integration testing utilizing scripts developed, as identified in the test plan, to validate the functionality of the System, module or function, or element under review. Integration testing will be conducted utilizing test data as identified in the test plan, to validate modifications, fixes, or other interfaces with the System.

6.11.5.4.2 User Acceptance Testing

The Vendor will coordinate and support the State effort on User Acceptance Testing (UAT). State resources will perform and execute UAT test scripts and scenarios utilizing test and live data, as identified in the test plan, to validate reports, conduct stress and performance testing, and any other final actions expected of the module or function.

With each deployment, all modules, functions, elements, or other parts of the System may be tested in UAT regardless of any previous testing performed prior to the commencement of UAT testing by the State.

Notwithstanding any other provision of this RFP or Contract to the contrary, the State reserves the right to deny a Letter of Acceptance for any deployment if any is incompatible or not interoperable with any previously accepted deployment. For each denial of Acceptance, the Acceptance Period may be extended at the option of the State, by the corresponding time required to correct the Deficiency, retest or review, as applicable.

Upon successful conclusion of UAT, a Letter of UAT Acceptance will be issued by the State for that deployment, as described in 6.11.5.4.3 below.

6.11.5.4.3 Letter of UAT Acceptance

The State will issue a Letter of UAT Acceptance for each User Acceptance Test cycle if there are no Class A or Class B Deficiencies upon completion of the User Acceptance Tests.

6.11.5.4.4 Letter of Deployment Acceptance

The State will issue a Letter of Deployment Acceptance if the Deployment has no Class A or Class B Deficiencies after the modules, functions and elements tested during a UAT cycle have been moved into Production and have officially been deployed.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

Absence of Class A and Class B Deficiencies is required before the State will issue the Vendor a Letter of Deployment Acceptance.

6.11.5.4.5 Letter of Final Acceptance

The State will provide the Vendor a Letter of Final Acceptance, notifying the Vendor of the State's Acceptance of the total System as specified under the Contract Documents after the final Warranty Period has expired if no Class A or B Deficiencies exist at conclusion of the Warranty Period.

6.11.5.4.6 Failure of Test; Retesting

For each failure of Acceptance tests the State will notify the Vendor, in writing, in what respects the testing failed.

The Vendor shall notify the State no later than five (5) business days from the Vendor's receipt of written notice of the test failure, when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to fifteen (15) business days to make corrections to the problem unless specifically extended in writing by the State.

If a Class A or B Deficiency is identified, and the System becomes unusable in whole or in part, then the test period for that function or module may start over, at the sole discretion of the State. If a Deficiency occurs that the Vendor cannot resolve then the State will notify the Vendor in writing and give the Vendor a thirty (30) day cure period as outlined in the Warranty Section of this RFP to remedy the issue to the State's satisfaction per the requirements of the RFP. If the Vendor is unable to remedy the Deficiency during the cure period, then the State may declare the Vendor in default, pursuant to Appendix G-4, Section 8, and immediately pursue its remedies at law and in equity.

6.12 Warranty

6.12.1 Warranties

6.12.1.1 COOS County North Country Regional Web Sites Solution

The Vendor shall warrant that the Web Sites must operate in conformance with the specifications, terms, and requirements of the Contract, including but not limited to all elements, i.e., the Software, hardware, and any interfaces.

6.12.1.2 Software

The Vendor shall warrant that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

6.12.1.3 Viruses; Destructive Programming

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

6.12.1.4 Compatibility

The Vendor shall warrant that all components, including but not limited to the individual modules or functions, including any replacement or upgraded Software components provided by the Vendor to correct Deficiencies or as an enhancement, shall operate with the rest of the Software without loss of any functionality.

6.12.1.5 Services

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

6.13 Warranty Services

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

Warranty Services shall include, without limitation, the following:

- a.** Maintain the Coos County North Country Regional and five (5) Chamber Web Sites in accordance with the Specifications, terms, and requirements of the Contract;
- b.** Repair or replace the Web Sites or any portion thereof so that they operate in accordance with the Specifications, terms, and requirements of the Contract;
- c.** The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week, with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d.** Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- e.** For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information;
- f.** The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

- g.** All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than two (2) business days, unless specifically extended in writing by the State and at no additional cost to the State. (See Section 6.11.5.4.6: *Failure of Test; Retesting*)

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) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, any applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period. (See section 6.13.1: *Warranty Period*, below).

6.13.1 Warranty Period

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days.

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate as specified, the Warranty Period will cease; the Vendor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) calendar days.

6.13.2 Post Warranty Software Maintenance Support

Vendors shall submit as a Deliverable a proposal to NCIC for ongoing Web Site hosting, maintenance, and support, which shall include but not be limited to, pricing quotes, copies of their proposed hosting, maintenance, and support agreement for services following the completion of the Warranty Period. The Service Level Agreement for this contract shall include the following:

6.13.2.1 Web Site Maintenance and Support Levels

- a.** Have available to the NCIC on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email /telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- b.** Remote diagnostic services within four (4) business hours of a request;
- c.** Repair or replacement of the Web Site Software, and maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- d.** Repair or replace the, or any portion thereof, that is Deficient;
- e.** Maintain a record of the activities related to maintenance activities performed on the Web Sites ;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

- f.** For all maintenance services calls, the State expects the following information to be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; and
- g.** The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of root cause of problem; and 3) identification of repeat calls or repeat Software problems.

6.14 Administrative Specifications

6.14.1 Reasonable Travel Expenses

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

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

6.14.2 Shipping and Delivery Fee Exemption

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

6.14.3 Project Workspace and Office Equipment

Not applicable.

6.14.4 Access/Cooperation

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

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

6.14.5 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

6.14.6 Intellectual Property

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

6.15 Pricing

6.15.1 Activities/Deliverables/Milestones Dates and Pricing

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

Activities/Deliverables/Milestones Pricing Worksheet.

6.15.2 Invoicing

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

6.15.3 Over Payments to the Vendor

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

6.15.4 Credits

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

6.15.5 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 Vendor Records Retention except where they are in conflict with State laws and regulations.

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

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 the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items 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 following termination of the Contract, and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

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

6.15.6 Accounting Requirements

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

6.16 Contract Security/Performance Bond

Not applicable to this project.

6.17 Project Holdback

The State will withhold 15% of the agreed Deliverables pricing tendered by the Vendor in this FIRM FIXED PRICE (FFP) engagement until successful completion of the Warranty Period as defined in Section 6.13.1: *Warranty Period*.

6.18 Work for Hire

The State or its assigns shall own all right, title and interest in and to any software, printed materials or other works, products or Deliverables which result from Services rendered by Vendor to the State under this Contract ("works"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Vendor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. Vendor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United the States and any other countries.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

Vendor agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Vendor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

6.19 Work Plan

The Vendor shall provide the State a detailed Work Plan with detailed pricing in accordance with the Contract within 14 days of its receipt of a Project Statement of Work. Each Work Plan shall be a Deliverable produced by the Vendor in conjunction with input and advice from State. The Work Plan will be a comprehensive and detailed plan of all tasks, activities, Services and other events required, which will include, but not be limited to, a Schedule for the Project. All Project activities will be based on the Work Plan. If the State has not provided its Acceptance of the Work Plan within 14 days of its receipt of the Work Plan, the State shall have the right to terminate the individual Project with no liability to the Vendor, and the Vendor shall immediately refund to the State any charges paid by the State to the Vendor hereunder for such Work Plan. The Vendor shall update each Work Plan regularly (no less than monthly) and as otherwise necessary throughout the Project to accurately reflect the status of activities, tasks, events, Services, and the projected Schedule. Any such update changes must be agreed upon in writing by the State prior to their final incorporation into the Work Plan. The Work Plan, as accepted by the State, shall be incorporated into this Contract by reference as if fully set forth herein.

All Deliverables for a Project shall be subject to testing and Acceptance by the State as specified in the Project Statement of Work and Work Plan.

Notwithstanding any provision of the resulting Contract to the contrary, in no event shall total payments made under this Contract exceed the firm-fixed Contract price. In the event a Project requires the expenditure of additional funds by the State exceeding the firm-fixed Contract price, the Project shall be subject to the Contract amendment process and the approval of the Governor and Executive Council.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

APPENDIX A: BACKGROUND INFORMATION

A-1 Department of Resources and Economic Development (DRED)

The Department of Resources and Economic Development was established by the General Court of New Hampshire under Chapter 223 of the laws of 1961 and consists of four divisions: Forest and Lands, Parks and Recreation, Travel and Tourism Development, and Economic Development. DRED's web site can be found at www.dred.state.nh.us.

DRED in cooperation with the Northern Community Investment Corporation (NCIC) has received USDA Rural Development grant funds to implement Web Site recommendations by Destination Development, Inc., (DDI). DDI is a nationally known rural development company.

Northern Community Investment Corporation

Northern Community Investment Corporation (NCIC) was established in 1975 to promote sound development in Northeastern Vermont and Northern New Hampshire. It is a private, non-profit, community based corporation. NCIC is a US Treasury-certified Community Development Financial Institution and a US Small Business Administration Certified Development Corporation. Over the last thirty-two years, NCIC made cumulative investments of \$94,198,551 and leveraged \$271,368,451. Since inception, NCIC has preserved 9397 jobs and created 5124 jobs in the Northeast Kingdom of Vermont and the North Country of New Hampshire. This year to date, NCIC has made 74 loans and other investments totaling \$5,946,238 and leveraged \$14,072,293 from other sources. NCIC has extensive long-term experience as a technical assistance provider.

New Hampshire's Coos County

Over the last several years, as one paper mill after another has closed, it has become increasingly obvious that Coos County must diversify their economy. Based on the results of the survey completed by over 1400 residents of Coos County, their natural attractions are the reasons people reside there but Coos County must increase job opportunities that complement the quality of life for their residents and support the entrepreneurial spirit. Tourism is critical to their area; it is NH's second largest industry in terms of jobs and attracting dollars from out of state. During State fiscal year 2006, there was an estimated \$74.03 million in rooms and meals taxable receipts at restaurants and lodging establishments in Coos County. Tourists spent an estimated \$250.5 million in Coos County during FY 2006. This spending supported an estimated 4,051 jobs with employment related earnings of \$88.9 million. The total payroll earnings from employment in Coos County during calendar year 2005 was \$539.2 million. Thus, tourist related spending supported about 20.7 % of all jobs located within the county and 16.5% of all payroll. Tourism spending contributed to 8.9 % of total household income revenues within the County. Since tourism has been identified as supporting 20% of all jobs in Coos County, it is a natural to be one of the legs of a diversified economy.

The unemployment rates in the North Country have traditionally been significantly higher than the rest of the State. The February 2009 unemployment rate for NH was 5.9% compared to 9.1% for Coos Count. In addition, the average annual wages lag behind State averages. Coos County also has the highest poverty levels in the State, based on 2000 census data, the poverty level in Coos is 9.98% compared to 6.5% for the state. Coos County is the most sparsely populated region in New Hampshire, which makes it difficult for businesses to thrive and expand as most of

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

their opportunity for sales is local. The aging of the population also means many residents are on fixed incomes. The median household income for Coos County, based on 2000 census data is \$33,593 compared with \$49,467 for the State.

Coos communities

The area to be served by the program is Coos County New Hampshire. The communities of the county and the unincorporated places are listed below.

Berlin	Dalton	Milan	Stewartstown
Cambridge	Dixville	Northumberland	Startford
Carroll	Dummer	Odell	Success
Clarksville	Errol	Pittsburg	Whitefield
Colebrook	Gorham	Randolph	Wentworth Location
Columbia	Jefferson	Shelburne	
	Kilkenny	Stark	
	Lancaster		

Goals and Objectives for NH COOS County North Country Regional Web Sites Project:

Over the past year and half, DRED has partnered with NCIC to contract with Destination Development, Inc., to produce and execute a development, branding and marketing plan for Coos County and other abutting communities 'above the Notch'. A major component of the promotional plan is the development of a comprehensive county-wide tourism Web Site as well as compatible Web Site structures for the five Coos County Chambers of Commerce. Our role is to build the Sites in collaboration with a web developer that will be selected through this RFP process. At this juncture, Coos County does not have a singular marketing agency to carry out the plan and thus DRED's involvement. It is their intention that once a marketing professional is employed and these Web Sites are up and operational, to transfer the ownership, management and further development of the sites to NCIC and to the five Chambers of Commerce. The current Web Sites in Coos County are as follows:

- www.NorthCountryChamber.org
- www.NorthernGatewayChamber.org
- www.TwinMountain.org
- www.UmbagogChamberCommerce.com
- www.Androscogginvalleychamber.com .

A-2 Department of Information Technology Participation

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). Created in the summer of 2003, DoIT oversees Implementation of all information technology activities of the Executive Branch of the State of NH.

A-3 Current Interfaces

Not applicable.

A-4 Related Documents Required

- a. Certificate of Good Standing/Authority

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

must be dated after April of the current year and available from the Office of the Secretary of State by calling (603) 271-3244 or (603) 271-3246.

Forms are also available on:

www.sos.nh.gov/corporate/index.html)

- b. Certificate of Vote (Appendix G-6)
- c. Proof of Insurance Compliance with Appendix G-4: *State of New Hampshire Terms and Conditions*, Section 14: *Insurance*.
- d. Proof of Workers Compensation Insurance

A-5 State Project Team

State high-level staffing for the Project will include: Alice DeSouza, Director and Henry Goode, Deputy Director of DRED's Division of Travel & Tourism Development; Beno Lamontagne, North Country representative of DRED's Economic Development Division in consultation with DoIT staff. and in collaboration with NCIC and the five Chambers of Commerce.

A-5.1 Project Sponsor

The Project Sponsor, DRED/DTTD, will be responsible for securing financing and resources, addressing issues brought to its attention by the State Project Manager.

A-5.2 State Project Manager

The State Project Manager will be responsible to oversee the Project and coordinate State resources dedicated to the effort. Major duties include:

- Leading the Project;
- Liaison with NCIC's designated staff
- Engaging and managing Vendor;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

A-5.3 State Responsibilities

- DRED/DRED shall work with copywriters to guide editorial material for the new Sites.
- DRED/DTTD shall facilitate the approval all text, layout, photographs, and design of the Web Sites.
- DRED/DTTD shall designate contacts for the Web Sites authorized to sign off at critical stages of design and production.
- DRED/DTTD with input from NCIC shall have unlimited editing alterations on copy written by the Vendor.
- The Vendor will have access to all DRED photography for Coos County and any provided by NCIC and will be responsible for soliciting photography and negotiating and paying any related fees for usage of additional photography.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

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

B-1 Proposal Submission

The Proposal must be submitted on time, as defined in this RFP in Section 1.5: *Schedule of Events*

B-2 Transmittal Form Letter

Submission of the properly completed Transmittal Form Letter contained in Section 4.20.2: *Transmittal Form Letter*.

B-3 Compliance with Requirements

Requirements and Deliverables are listed in Appendix C: *System Requirements and Deliverables* in this RFP. The proposed Vendor's Solution must be able to satisfy 85% of all mandatory requirements listed in Appendix C.

B-4 Vendor Service Experience

The Vendor must have completed similar projects for at least three (3) tourism clients comparable in size and complexity to the State of New Hampshire's Coos County Project within the last five (5) years. Samples of the Vendor's tourism web sites must be provided with a description of the project and web site functionality.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

APPENDIX C: REQUIREMENTS AND DELIVERABLES

The Coos County North Country Regional Web Sites will be implemented in several phases over the term of the Contract, with the Coos County North Country Regional Web Site to be designed, built, and implemented first, with the remaining five (5) chambers Web Sites to follow.

C-1.1 PHASE I: Design Phase

During this phase of the project, Vendor will work under the direction of the State and will be generally guided by DDI recommendations described in Appendix I.

- a. Graphic design elements
- b. Development of the Web Sites architecture;
- c. Data mapping
- d. Development of features and functionality
- e. Design documentation

C-1.2 PHASE II: Building Phase I

The building phase of the Project shall include building, testing, and deploying the new Coos County North Country Regional Web Sites, including, but not limited to:

- a. Develop the new Coos County North Country Regional Web Site for the State;
- b. Implement the new information mapping and navigation plan (wireframes);
- c. Build and implement any applicable databases and interfaces;
- d. Implement the content management application;
- e. Test all elements of the site;
- f. Provide training;
- g. Deploy the new Coos County North Country Regional Web Site

C-1.3 PHASE III: Re-hosting the Existing Coos County Web Sites

The current web Sites of the Coos County Chambers of Commerce shall be migrated from their existing hosting location to the Vendor's facilities and resume daily content and technical maintenance of these sites. These existing sites shall be replaced by the new five (5) re-designed Chamber of Commerce Web Sites under development along with the new Coos County North Country Regional Web Site.

C-1.4 PHASE IV: Building Phase II

The building phase of the Project shall include building, testing, and deploying the new five (5) Chamber of Commerce Web Sites, including, but not limited to:

- a. Develop the new five (5) Chamber of Commerce Web Sites for the State;
- b. Implement the new information mapping and navigation plan (wireframes);
- c. Build and implement any applicable databases and interfaces;
- d. Implement the content management application;
- e. Test all elements of the site;
- f. Provide training;
- g. Deploy the new five (5) Chamber of Commerce Web Sites

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

C-1.5 PHASE V: Hosting and Maintenance

The State shall transfer title of the Web Sites to NCIC and the five Chambers of Commerce and the Vendor shall negotiate an agreement with NCIC and the five Chambers of Commerce for the continued hosting and maintenance of the sites.

C-2 REQUIREMENTS

Vendors shall complete a checklist based on the following format.

Table C-2.1 General Requirements – Vendor Response Checklist

The State has indicated whether the requirements are mandatory or optional (M=Mandatory / O= Optional)

Vendors are to use this table to indicate whether the requirement is included in the Solution without modification (I), with modification (M), or not at all (N). A Microsoft Word version of this table is available upon request.

Table C-2.1 Requirements and Deliverables -Vendor Response Checklist

REQ #	Requirement	M/O (see above)	I/M/N (see above)	Explain how your Solution meets the requirement. Cite the page of your proposal.
	General Requirements			
1	The Vendor shall participate in an initial kick-off meeting to initiate the Project either at DRED or in Coos County	M		
2	The Vendor shall provide Project Team as specified in the RFP.	M		
3	Vendor shall submit a preliminary Work Plan within fifteen (15) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than bi-weekly.	M		
4	The Vendor will provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M		
5	The Vendor will attend meetings as required at DRED or NCIC as appropriate for purposes of Contract administration.	M		
6	The Vendor shall be responsible for acquiring all appropriate approvals and authorizations to use all material on the Web Sites including URLs	M		
7	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained. The response	M		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

	shall describe the formats that will be used to produce the Project Documentation.			
	Phase I Requirements – Design New Coos County North Country Regional and Chamber Web Sites			
8	The design for the North Country Regional and five (5) Chamber Web Sites shall be guided by the DDI Rural Development Report included in Appendix I.	M		
9	Initiate planning via meetings and Documentation, for the new COOS Web Sites design using the DDI Recommendation #10 attached as Appendix I and appropriate www.visit.nh.gov features.	M		
10	The Coos Web Site must support the ability to allow companies to enter current events and for NCIC to approve them before they are posted to the Web Site	M		
11	Recommend and document the new Web Site architecture.	M		
12	Develop and document the Web Site information map and navigation plan (wireframes), inclusive of all the Web Sites incorporating the DDI recommendations attached as Appendix I.	M		
13	The North Country Web Sites must include the following features: • Client updates for current events • On-line calendar accessible to users • On-line forms (i.e. informational requests, mailing lists, contact us, program inquiries • web manager approvals of client entered information • email marketing • Content management (CMS) • Search engine optimization • Site search • Flash technology • Search capability (minimally – Lodging, Attractions, Dining, Events • Send a postcard feature • Blogging • Multi-lingual capability (French) • Shared event calendar • Media Room • Weather • Mapping / trip routing • RSS content distribution	M		
14	Design a data base along with a data dictionary offering the following functionality: • Database shall include search criteria for lodging, dining, attractions, and events. • Web Site visitors should be able to do single level searches on these attributes.	M		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

15	Develop design documentation explaining creative elements, architecture, and construction techniques of the North Country Web Sites explaining how each function will be designed.	M		
16	Vendor must ensure compliance with State Web Site policies and standards including those relative to site accessibility.	M		
Phase II Requirements – Building Phase I				
17	Build new North Country Regional Web Site pages that will integrate with the five (5) new Chamber sites according to the Schedule specified in the Work Plan.	M		
18	During the Building Phase of the Project, the Vendor shall provide regularly Scheduled prototype presentations of functional and design aspects of the Web Sites.	M		
19	Provide a single content management solution for the future maintenance of the Web Sites.	M		
20	Implement the new information mapping and navigation plan (wireframes); convert any existing site content to the new site format and organization.	M		
21	Develop the database as specified in the design documents and Work Plan; convert and migrate historical data, if applicable.	M		
22	Build and implement any required database interfaces.	M		
	Test and debug in the System including the hosting environment.	M		
23	Instruct web managers on site administration as specified in the Work Plan.	M		
24	Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified.	M		
25	Build a content management solution to allow client personnel the ability to update content site -wide. . The response must clearly identify the preferred content management methodology and technical expertise required to utilize the Solution.	M		
26	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the Project Documentation.	M		
27	Vendor will provide Documentation and training on the content management application as defined in the Work Plan.	M		
28	Build and implement the following features: • Client updates for current events • On-line forms (i.e. informational requests, mailing lists, contact us, program inquiries • Web manager approvals of client entered information	M		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

	- Email marketing - Content management (CMS) - Search engine optimization - Site search - Flash technology - Search capability (minimally – Lodging, Attractions, Dining, Events) - Send a postcard feature - Coos Blog - Multi-lingual capability (French) - Shared Event Calendar - Media Room - Weather - Mapping / trip routing - RSS content distribution			
	Phase III Requirements – Launch new Coos County North Country Regional Web Site and re-hosting of the five Chambers’ Sites			
29	Provide a compatible hosting environment for the new North Country Regional Web Site and the existing Chambers Web Sites as specified. Hosting environment must have the capacity to host the additional Web Sites.	M		
30	Assist in the migration of the five (5) existing Chamber Web Sites from their current environments to the Vendor hosted environment.	M		
31	Test and debug the Web Sites in the new hosting environment.	M		
32	Provide training for DRED, NCIC and Chamber personnel on the process for updating content on the existing sites.	M		
33	Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified.	M		
34	The Vendor shall work with NCIC to establish the ongoing Contract for hosting, management, maintenance and enhancements and training for the Sites	M		
35	Response times at the server must be less than one (1) second.	M		
36	The Vendor shall provide a secure Class A Data Center for hosting provisioned with equipment (including dedicated servers), an on-Site 24/7 operator, back-up power, managed firewall services, and managed backup services and security.	M		
37	Manage the Coos County Web Sites and databases on all servers located at the Vendor’s facility.	M		
38	Manage services on all servers and the sharing of data resources	M		
39	Install and update all server patches and other utilities	M		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

	within 60 day of release from the manufacturer.			
40	Monitor System, security and application logs	M		
41	Manage daily backups, off-site data storage, and restore operations.	M		
42	Monitor physical hardware.	M		
43	Immediately report the DRED and NCIC, any breach in security.	M		
44	The Vendor must demonstrate that they have adequate disaster recovery procedures in place, including but not limited to documented plans, methods for hardware and software replacement, back-up Schedules, and data recovery methodologies.			
45	All hosting environment servers and devices must have currently supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M		
46	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's software, and its related data assets. Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity, and availability.	M		
47	The Vendor shall provide the State with a personal secure FTP site to be used by DRED and NCIC for uploading and downloading files.	M		
48	The NCIC and State staff shall have unlimited access, via phone or Email, to the Vendor's technical support staff between the hours of 8:00am to 5:00pm-Monday thru Friday EST;	M		
49	The Vendor's response time for support shall conform with the specific Deficiency class as described in the Appendix H: <i>Terms and Definitions</i> .	M		
50	A regularly Scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M		
51	The Vendor will give two (2) business days prior notification to the State Project Manager of all changes/updates and provide the DRED and NCIC with training due to the upgrades and changes.	M		
52	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly Scheduled maintenance window	M		
53	If the Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit the State's account in an amount based upon the following formula: <u>(Total Contract Item Price/365) x Number of Days Contract Item not Provided.</u> The State must request this credit in writing.	M		
54	The Vendor shall use a change management policy	M		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

	for notification and tracking of change requests as well as critical outages			
55	A critical outage will be designated when a business function cannot be met by a non-performing application and there is no work around to the problem.	M		
56	All hardware and software components of the hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M		
57	Maintain a record of the activities related to repair or maintenance activities performed for the DRED and NCIC. The Vendor shall report quarterly on the following Server up-time All change requests implemented, including operating System patches, all critical outages reported , and their resolution	M		
Phase IV Requirements – Building Phase II				
58	Build the five (5) new Chamber of Commerce Web Sites and integrate with the Coos County North Country Regional Web Site according to the Schedule specified in the Work Plan.	M		
59	Build the five (5) new Chamber Web Sites encompassing the requirements as delineated in Phase II Requirements – Building Phase I Requirements 18-29	M		
Phase V Requirements – Warranty Phase				
60	Vendor will provide copy writing and content development as requested.	M		
61	Vendor shall provide telephone technical support and technical site maintenance to DRED between the hours of 8:00am and 5:00pm, Monday – Friday, excluding holidays.	M		
62	The Vendor must provide guaranteed Site uptime of 99.9%.	M		
63	System maintenance must be Scheduled during periods of low public usage and must be approved in advance by the State.	M		
64	The Vendor must ensure that sufficient bandwidth is available to support the North Country Regional Web Sites.	M		
65	Vendor shall support Web Site managers in the maintenance and management of the new Web Sites.	M		
Phase VI Requirements – Ongoing Support (NCIC)				
66	Vendor shall work with NCIC to establish an ongoing hosting, support, and maintenance agreement for the North Country Regional Web Sites as specified in Section 6.13.2.	M		
67	On-going evaluation of Web Site – once the North Country Region Web Sites are operational, the Vendor shall evaluate the effectiveness of the site on an annual	M		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

	basis. The evaluation will include a summary of annual statistical data (based on monthly reporting elements), changes in technology and ideas from other state's Web Sites. The ultimate goal for the report is to make recommendations to NCIC for expanding and improving the Web Sites Services to constituents.			
	Phase VII Requirements – Potential Future Enhancements			
68	Interactive, photographic and video tours of the region, attractions, etc.	M		
69	Ability for citizens and consumers to communicate with the NCIC through forms, blogs, and other interactive methods. These can be used for vacation planning.	M		
70	Ability for citizens and consumers to produce a customized vacation planner.	M		
71	Incorporate online reservation systems.	M		
72	The Sites must be able to distribute opt-in content.	M		
73	The Web Sites must be able to support and administer banner advertising	M		

Table C-2.2 Deliverables Vendor Response Checklist

Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your proposal.	Comments
General Requirements			
Conduct Project Kickoff Meeting	Non-Software		
Status Meetings	Non-Software		
Work Plan	Written		
Goals and Objectives Document	Written		
Define process to allow NCIC, DRED and Chamber personnel to update content on the existing Web Sites.	Software		
Design Phase			
Conduct research and requirements validation	Non-Software		
Requirements analysis report	Written		
Goals and Objectives Document	Written		
Conduct Technical and Information Architecture Review And Develop Plan	Non-Software		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

Information Map and Navigation Plan (wireframes)	Written		
Database Architecture and Data Dictionary	Written		
Develop new unified branding for Coos County North Country Regional and Chamber Web Sites	Written		
Present a minimum of three (3) GUI Web Site designs for NCIC and DRED review and selection	Written		
Design documentation	Written		
Building Phase I			
Build Coos County North Country Regional Web Site as specified in Work Plan.	Software		
Conversion and installation of existing Site content to new Site layout and organization	Software		
Test, debug and implement in the hosting environment	Software		
Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified	Non-Software		
Provide databases and functioning in-bound and out-bound interfaces	Software		
Single Site -wide content management application for Web Site updates	Software		
Train NCIC and DRED staff on content management application	Non-Software		
Deployment of new Coos County North Country Regional Web Site	Non-Software		
Provide documentation for the Web Site	Written		
Re-Hosting Phase			
Migrate and assume maintenance responsibility for the five (5) Chamber Web Sites	Non-Software		
Define process to allow NCIC and Chamber personnel to update content on the existing Web Sites.	Software		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

Building Phase II			
Build the five (5) new Chamber Web Sites as specified in Work Plan.	Software		
Conversion and installation of existing Site content to new Site layout and organization	Software		
Test, debug and implement in the hosting environment	Software		
Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified	Non-Software		
Provide databases and functioning in-bound and out-bound interfaces	Software		
Single Site -wide content management application for Web Site updates	Software		
Train NCIC, Chamber and DRED staff on content management application	Non-Software		
Deployment of the five (5) new Chamber Web Sites	Non-Software		
Provide documentation for the five Chamber Web Sites	Written		
Deployment and Warranty Phase			
Provide hosting Services for the Coos County North Country Regional and five (5) Chamber Web Sites			
Maintenance and updates on new Web Sites	Non-Software		
Technical support for new Web Sites	Non-Software		
Copywriting as requested	Written		
Future Enhancements			
Implement future enhancements as requested	Software		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the design, creative, experience, 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.

Topic	Page Limit
Design and Creative Ability Topics	
Topic 1 – Design Vision for North Country Regional Web Sites	3
Topic 2 – Design Portfolio	5
Topic 3 – Design Methodology	1
Experience and Knowledge Topics	
Topic 4 – Depth of Web Design Experience	2
Topic 5 – Database Development Experience	2
Topic 6 – Application Development Experience	2
Topic 7 – Copywriting Process	1
Topic 8 – Hosting Experience	2
Technical Topics	
Topic 9 – Hosting Plan	3
Topic 10 – Development Tools	2
Topic 11 – IT Standards	1
Topic 12 – Physical Infrastructure	3
Topic 13 – Security	2
Service and Project Management Topics	
Topic 14 – Project Management	3
Topic 15 – Training	1
Topic 16 – Service	3
Company and Staffing Qualifications	
Topic 17 – Vendor Data Sheet	1
Topic 18 – Vendor’s Organization	3
Topic 19 – Project Manager	2
Topic 20 – Key Staff	3

D-1 Design and Creative Ability

Topic 1 – Design Vision for DRED/Coos County

Response Page Limit: 3

The Vendor shall describe possible design visions for the North Country Regional Web Sites illuminating the business, creative, and market factors contributing to these visions.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

Topic 2 – Design Portfolio

Response Page limit: 5

The Vendor shall provide samples of design work performed for other clients with similar requirements.

Topic 3 – Design Methodology

Response page limit: 1

The Vendor shall describe their creative design methodology.

D-2 Experience and Knowledge

Topic 4– Depth of Web Design Experience

Response page limit: 2

The Vendor shall document the depth and breadth of their web site design, development, and maintenance experience.

Topic 5 – Database Development Experience

Response page limit: 2

The Vendor shall document the depth and breadth of their database development experience.

Topic 6 – Application Development Experience

Response page limit: 2

The Vendor shall document the depth and breadth of their application development experience.

Topic 7 – Copywriting Process

Response page limit: 1

The Vendor shall provide information on the copywriting process in support of web site content development.

Topic 8 – Hosting Experience

Response page limit: 2

The Vendor shall describe their experience with web site hosting at their own site, or through a subcontractor. Vendor must demonstrate how they meet mandatory hosting requirements.

D-3 Technical Topics

Topic 9 – Hosting Plan

Response page limit: 3

The Vendor shall describe their Web Site hosting plan for DRED and NCIC including hardware and software platforms, software utilities, telecommunications resources, security measures, and business continuity plans. The Vendor response will include a description of Web Site servers, computers, software, programming capability and other equipment and technical resources, which the Vendor will use to design, develop, implement and maintain the North Country Regional Web Sites. Provide the type and speed of the web backbone connection including information on redundancy, disaster recovery, and security.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

Topic 10 – Development Tools

Response page limit: 2

The Vendor shall describe the Web Site development software tools that will be used. Discuss the ease with which DRED and NCIC employees will be able to provide updates to the site. The response must clearly identify the preferred content management methodology and technical expertise required to utilize the solution.

Topic 11 – IT Standards

Response page limit: 1

The Vendor shall describe the degree to which IT standards used in the Vendor provided product utilize existing State standards.

Topic 12 – Physical Infrastructure

Response page limit: 3

The Vendor shall detail the fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. Describe the environmental support equipment of the proposed Web Site hosting facility: power conditioning; HVAC; UPS; generator. Identify any redundancies.

Topic 13 – Security

Response page limit: 2

The Vendor shall describe the security measures planned to assure that the State's application and Data is protected. **The State will evaluate the degree to which System issues can be avoided.** At a minimum, discuss the following:

- The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
- The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
- The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.
- The intrusion detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
- The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
- The System maintenance methods used to ensure that unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

- The testing methods conducted to load and stress test your software to determine its ability to withstand Denial of Service (DoS) attacks.
- Your Software patch Schedule employed to protect the Software from new security vulnerabilities as they arise.
- The ability of your Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, operating system services, etc.) thereby reducing the software’s security vulnerabilities and attack surfaces available to System hackers and attackers.

D-4 Service and Project Management Topics

Topic 14 – Project Management

Response page limit: 3

The Vendor shall provide information on the project management style of the company including communication plans, the meeting plans, as well as managing the process for research, design, development, and support.

Topic 15 – Training

Response page limit: 1

The Vendor shall provide information on the proposed training process, including proposed venue, materials, and follow-up.

Topic 16 – Service

Response page limit: 3

The Vendor shall provide technical support and help desk operations, as well as maintenance processes.

D-5 Company and Staffing Qualifications

Topic 17 – Vendor Data Sheet

Response Page Limit: 1

The Vendor shall provide information on the company’s financial strength, availability of backup staff, company experience, and project references. Vendors shall complete the Appendix I: *Vendor Data Sheet* and provide financial information as specified in Appendix E-1.1.2: *Financial Strength*.

Topic 18 – Vendor’s Organization

Response Page Limit: 3

The Vendor shall describe the company’s organization including, coverage of significant areas, appropriate roles, designation and identification of key staff and timing of assignments.

Topic 19 – Project Manager

Response Page Limit: 2

Vendors are permitted but not required to identify up to two (2) candidates for the role of Project Manager. If a vendor identifies multiple candidates, each candidate will be evaluated, and the

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

score assigned will be the lowest score assigned to any proposed candidate. Topics to be considered in evaluating qualifications of the proposed Project Manager include, but are not limited to, education, experience, and references.

Topic 20 – Key Staff

Response Page Limit: 3

The Vendor's key staff shall be evaluated on, but not limited to, education, experience, and references.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

To facilitate evaluation of Vendor qualifications, the State seeks information about: (1) corporate qualifications of each Vendor proposed to participate in the Project, (2) proposed team organization and designation of key staff, (3) individual qualifications of candidates for the role of Project Manager, and (4) individual qualifications of candidates for other key staff roles. This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

Information is required on all Vendors that will participate in the project. Vendors submitting a Proposal must identify any Subcontractors to be used.

E-1.1 Vendor and Subcontractors

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

E-1.1.1 Corporate Overview (2 page limit)

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

E-1.1.2 Financial Strength

Provide the following:

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

E-1.1.3 Litigation

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

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

Provide descriptions of no more than three (3) similar projects completed in the last five (5) years. Each project description should include:

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

E-1.1.5 Subcontractor Information

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

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

E-2 Team Organization and Designation of Key Vendor Staff

Provide an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

Web Designer
Web Programmer
Copywriter
Editor
Database Developer

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

E-3 Candidates for Project Manager

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

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

E-4 Candidates for Key Vendor Staff Roles

Provide a resume not to exceed three (3) pages for each key Vendor staff position on the Project Team. Each resume should address the following:

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

APPENDIX F: PRICING WORKSHEETS

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

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

The Vendor must include, within the Firm Fixed Price for IT Service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

Table F-1 – 1: Activities/Deliverables/Milestones Pricing Worksheet

Activity, Deliverable or Milestone	Deliverable Type	Proposed Date	Pricing
General Requirements			
Conduct Project Kickoff Meeting	Non-Software		
Status Meetings	Non-Software		
Work Plan	Written		
Goals and Objectives Document	Written		
Define process to allow NCIC, DRED and Chamber personnel to update content on the existing Web Sites.	Software		
Design Phase			
Conduct research and requirements validation	Non-Software		
Requirements analysis report	Written		
Goals and Objectives Document	Written		
Conduct Technical and Information Architecture Review And Develop Plan	Non-Software		
Information Map and Navigation Plan (wireframes)	Written		
Database Architecture and Data Dictionary	Written		
Develop new unified branding for Coos County North Country Regional and Chamber Web Sites	Written		
Present a minimum of three (3) GUI Web Site designs for NCIC and DRED review and selection	Written		
Design documentation	Written		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

Building Phase I			
Build Coos County North Country Regional Web Site as specified in Work Plan.	Software		
Conversion and installation of existing Site content to new Site layout and organization	Software		
Test, debug and implement in the hosting environment	Software		
Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified	Non-Software		
Provide databases and functioning in-bound and out-bound interfaces	Software		
Single Site -wide content management application for Web Site updates	Software		
Train NCIC and DRED staff on content management application	Non-Software		
Deployment of new Coos County North Country Regional Web Site	Non-Software		
Provide documentation for the Web Site	Written		
Re-Hosting Phase			
Migrate and assume maintenance responsibility for the five (5) Chamber Web Sites	Non-Software		
Define process to allow NCIC and Chamber personnel to update content on the existing Web Sites.	Software		
Building Phase II			
Build the five (5) new Chamber Web Sites as specified in Work Plan.	Software		
Conversion and installation of existing Site content to new Site layout and organization	Software		
Test, debug and implement in the hosting environment	Software		
Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified	Non-Software		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

Provide databases and functioning in-bound and out-bound interfaces	Software		
Single Site -wide content management application for Web Site updates	Software		
Train NCIC, Chamber and DRED staff on content management application	Non-Software		
Deployment of the five (5) new Chamber Web Sites	Non-Software		
Provide documentation for the five Chamber Web Sites	Written		
Deployment and Warranty Phase			
Provide hosting Services for the Coos County North Country Regional and five (5) Chamber Web Sites			
Maintenance and updates on new Web Sites	Non-Software		
Technical support for new Web Sites	Non-Software		
Copywriting as requested	Written		
Future Enhancements			
Implement future enhancements as requested	Software		
TOTAL			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

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

Using the format provided in the following table, list titles of proposed positions on the Project Team to be filled by Vendor staff. Include hours and rates for all staff on the Vendor Project Team through the termination of this Contract. These rates will apply in the event that any change orders require additional funding.

Table F-2 – 1: Proposed Position – Initial Contract Term Vendor Rates Worksheet

Position Title	Hours	Hourly Rate	Subtotal (Hours X Rate)
Position #1			
Position #2			
Position #3			
		Total	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

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 Department of Information Technology and the State.
2. All products developed (requirements, Specifications, Documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by the Vendor to successfully complete the assumed assignment will be at the sole expense of the Vendor and provided by the Vendor.
4. Vendor must agree to promptly provide an “equal or better” replacement for any personnel who leave the project during the course of the Contract, at a rate less than or equal to the current rate.
5. 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.
6. Vendor must make the individuals available to be interviewed by the State prior to the Project assignment.
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

Not applicable to this project.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

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

(VENDORS NEED TO SUBMIT)

As a condition of Contract award, the Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 2009, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

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

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

G-4 State of New Hampshire Terms and Conditions

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

**STATE OF NEW HAMPSHIRE
TERMS AND CONDITIONS**

G-4.1 Effective Date: Completion of Services

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

G-4.1.2 The State does not require the Vendor to commence work 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

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.

The State shall not be required to transfer funds from any other account to the account identified in block 1.6: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

G-4.3 Contract Price: Limitation on Price: Payment

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

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

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 RSA 80:7-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 block 1.8: *Price Limitation* of the *Contract Agreement*.

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. In addition, the Vendor shall comply with all applicable copyright laws.

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,

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

G-4.4.3 If the Contract is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41. C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State, or United States, access to any of the Vendor's books, records, and accounts for ascertaining compliance with all rules, regulations and orders, and the covenants, terms 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 necessary to perform the Services under the Contract. The Vendor warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

G-4.6.2 Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (Block 1.7 of the Contract Agreement), the Vendor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who is a State employee or official, who is materially involved in the procurement, administration or performance of the Contract. This provision shall survive termination of the Contract.

G-4.6.3 The State's Contracting Officer, or his or her successor, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the State's 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 shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

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	<u>VENDOR</u>	<u>THE STATE</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	NAME TITLE	NAME State Project Manager (PM)	5 Business Days
First	NAME TITLE	NAME State Project Sponsor	10 Business Days
Second	NAME TITLE	NAME Commissioner	15 Business Days

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

G-4.7 Termination

This section G-4.7 shall survive termination or Contract conclusion.

G-4.7.1 Termination for Default

G-4.7.1.1 Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Event of Default")

- a.** Failure to perform the Services satisfactorily or on schedule;
- b.** Failure to submit any report required; and/or
- c.** Failure to perform any other covenant, term or condition of the Contract

G-4.7.1.2 Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

G-4.7.1.2.1 Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

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

- G-4.7.1.2.2** Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor.
- G-4.7.1.2.3** Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- G-4.7.1.2.4** Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- G-4.7.1.2.5** Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.
- G-4.7.1.3** The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.
- G-4.7.1.4** No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.
- G-4.7.1.5** Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive or exemplary damages. Subject to applicable laws and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

regulations, the State's liability to the Vendor shall not exceed the total Contract price.

G-4.7.1.6 Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two (2X) the total Contract price. Notwithstanding the foregoing, this limitation of liability shall not apply to the Vendor's obligations under Appendix G-4 Section 13: *Indemnification*.

G-4.7.1.7 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

G-4.7.2 Termination for Convenience

G-4.7.2.1 The State may, at its sole discretion, terminate the Contract, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: *Pricing Worksheets*.

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 determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance costs. The State shall pay all other contracted payments that would have become

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

due and payable if the Vendor did not know, or reasonably did not know, of the conflict of interest.

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 the 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 the Contract on the date, and to the extent specified, in the notice;
- b.** Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c.** Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
- d.** Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- e.** Provide written Certification to the State that Vendor has surrendered to the State all said property.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

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 Confidential Information

G-4.9.1 In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. The Vendor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.

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

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

G-4.11 Vendor's Relation to the State

In the performance of the Contract, the Vendor is in all respects an independent Vendor, 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

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 defend, indemnify, and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of <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 Section G-4.13: *Indemnification* shall survive termination or conclusion of the Contract.

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, 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 policy forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Department of Insurance, and issued by insurers licensed in the State of New Hampshire or underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each certificate of insurance 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-4.14.1.3 The Vendor shall furnish to the Insurance Certificate Holder the certificates of insurance for all insurance required under the Contract. The Vendor shall also furnish to the Insurance Certificate Holder certificates of insurance for all renewals of insurance

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificates of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, and name of the individual responsible for the funding of the contracts and his/her address.

The ACORD Insurance Certificate Holder and address should be identified as:

State of New Hampshire
Department of Resources and Economic Development
Attn: George M. Bald, Commissioner
172 Pembroke Road
Concord, NH 03301

G-4.15 Workers' Compensation

- G- 4.15.1** By signing the Contract the Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).
- G-4.15.2** To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, the Vendor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Vendor shall furnish the Insurance Certificate Holder, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewals thereof, which shall be attached to the Contract and shall be incorporated therein by reference.
- G-4.15.3** The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Vendor, or any subcontractor or employee of the Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

G-4.16 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Vendor.

G-4.17 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 certified mail, postage prepaid, in a United States Post Office addressed to the parties specified in the Contract.

G-4.18 Amendment

The Contract may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver, or discharge by the Governor and Executive Council of the State of New Hampshire.

G-4.19 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. The wording used in the Contract is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

G-4.20 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-4.21 Headings

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

G-4.22 Exhibits

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

G-4.23 Special Provisions

Additional provisions shall be set forth in the Contract EXHIBIT C shall be incorporated therein by reference.

G-4.24 Severability

In the event of any of the provisions of the Contract are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of the Contract will remain in full force and effect.

G-4.25 Venue and Justification

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

G-4.26 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-4.27 Entire Agreement

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 pertaining to the Project.

G-7 Certificate of Vote

The selected Vendor must submit a corporate Certificate of Vote certifying the authority of the officer signing the Contract. The Certificate must be signed and dated on the same day or after the Contract is signed. The Certificate of Vote may NOT be self-certifying.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

APPENDIX H: TERMS AND DEFINITIONS

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

Acceptance	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance test plan	The Acceptance test plan provided by the vendor and agreed to by the State that describes at a minimum, the specific acceptance process, criteria, and schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the Application Software or the.
Agency	“Agency” shall mean any board, department, commission, hospital, sanitarium, home, library, school, college, prison or other institution conducted or operated by or for the state of New Hampshire, per reference RSA 21-I:11.
CCP	Change Control Procedures
CR	Change Request
Certification	The Vendor’s written Certification and full supporting and written documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Chambers	The five (5) Chambers of Commerce service Coos County including: North Country Chamber, Northern Gateway Chamber, Twin Mountain Chamber, Umbagog Chamber, and Androscoggin Valley Chamber.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure.
Contract	Contract means a binding legal agreement between the State of New Hampshire and the Vendor. 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 Managers	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the State in all Contract administration activities.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

Vendor	The contracted Vendor company that will perform the duties and specifications of the RFP. (Vendor's address info)
Data	State's records, files, forms, data and other documents or information that will be converted by Vendor for processing.
Deficiencies / Defects	A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the, not conforming to its Specifications. Class A Deficiency – Software – Critical, does not allow to operate, no work around, demands immediate action; Written Documentation – missing significant portions of information or unintelligible to State; Non Software – services were inadequate and require re-performance of the service. Class B Deficiency – Software – important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation – portions of information are missing but not enough to make the document unintelligible; Non Software – services were deficient, require reworking, but do not require re-performance of the service. Class C Deficiency – Software – minimal, cosmetic in nature, minimal effect on, low priority and/or user can use; Written Documentation – minimal changes required and of minor editing nature; Non Software – services require only minor reworking and do not require re-performance of the service.
Deliverables	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by Vendor to the State or under the terms of a contract requirement.
Department	Agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under legislative rule on September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DRED	Department of Resources and Economic Development including the Division of Travel and Tourism Development
DTTD	Division of Travel and Tourism Development
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
EOM	End of Month
Firm Fixed Price Contract	A firm-fixed-price contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information, telecommunications, and various audio and video technologies.
Installation Date	The date that Vendor completes installation and certifies such completion in writing to the State.
Licensee	The State of New Hampshire.
NCIC	Northern Communities Investment Corporation
Non Exclusive Contract	A contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the product or service.
Non-Software Deliverables	Deliverables that are not Software Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the contracted Vendor to begin work on the Contract on a given date and time.
Operational	The System is operating fully functional, all Data has been loaded into the System, the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Production Cut Over Date	The date that the State has successfully completed User Acceptance Testing and signoff, the software has been placed into production, and the Warranty Period commences.
Project	The planned undertaking regarding the entire subject matter of an RFP Contract and the activities of the parties related hereto.
Project Team	The group of State employees and consultants responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Plan on time,

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

	on budget and to the required specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by Vendor to ensure a successful project.
Project Managers	The persons identified who shall function as the State's and Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Proposal	The submission from a Vendor in response to the RFP.
Review	The process of reviewing Deliverables for acceptance.
Review Period	The period set for Review contained in the Statement of Work for a Deliverable. If none is specified then the review period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal which solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other project events and activities under the Contract.
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of service that is expected and provided by the Vendor during the term of the Contract.
Services	The work or labor to be performed by the contracted Vendor on the Project as described in the Contract.
Software	All custom Software and System Software provided by the Vendor under the Contract
Software Deliverables	System Software
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
Specifications	The written specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Resources and Economic Development 172 Pembroke Road Concord, NH 03301 Reference to the term "State" shall include applicable Agencies.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and Vendor. The SOW defines the results that Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State's Project Manager (PM)	State's representative with regard to project management and technical matters. Agency Project Managers are responsible for review and acceptance of specific contract Deliverables, invoice sign off, and review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of or owned by The Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of The Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined.
Technical Authorization	Direction to Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within Statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.
Vendor	Any individual, firm, or corporation invited to submit a Proposal to supply data processing software and services capable of satisfying State specified requirements.
Warranty Period	That period following the Acceptance Date during which Vendor will provide Software product support and/or maintenance to the State at no charge, subject to any extensions for Defect correction.
Warranty Services	The services to be provided during the Warranty Period.
Warranty Releases	Software code that is provided to the State as a remedy for Defects documented during the Warranty Period.
Web Site / Web Sites	The Coos County North Country Regional Web Site and the five (5) Chamber of Commerce Sites .
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. Each revision to the Work Plan accepted by the State shall be incorporated herein by reference upon its Acceptance by the State.
Written Deliverables	Non-software written Deliverable documentation (letter, report,

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

	manual, book, other) provided by Vendor either in paper or electronic format.
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF TRAVEL AND TOURISM
NH COOS COUNTY NORTH COUNTRY REGIONAL
SITE WEB SITE DEVELOPMENT AND HOSTING
RFP 2010-003**

APPENDIX I: DESTINATION DEVELOPMENT, INC. - DDI

Destination Development Inc., (DDI) document is hereby incorporated within.

10 CREATE A NEW COOS COUNTY TOURISM WEBSITE FOCUSED ON THE “NEW HAMPSHIRE GRAND” BRAND

DESCRIPTION:

The Brand Leadership Team should develop a specific Coos County website that is all about the brand. The current website, found at www.northnh.org features Coos County and the “Great North Woods” but it is limited from a marketing standpoint. In various searches for travel information for Coos County or the “Great North Woods” there are very few other websites that come up to assist visitors in learning about the area and planning a trip. Developing a compelling website that provides all the details that will close the sale with the consumer should be a top priority for the county.

It takes a team to develop an effective tourism website. We like to think of the design and construction of a website much like the design and construction of a home. You need:

- 1) The architect – builds the site map, how the information flows, and decides what content should be included.
- 2) The engineer – the person that develops the backbone of the site, chooses the right software, and writes the code.
- 3) The interior designer – the person or persons who make the site graphically pleasing.
- 4) The builder and maintenance crew – the people that add new content and update/refresh older content.

We suggest that the architecture of the site be approached as follows:

- 1) The Home page needs compelling and large photographs with clear links to:
 - a. What to do: Visitor experiences, not just passive attractions
 - b. Where to eat: Focus on the best Coos County has to offer
 - c. Where to stay: Begin with the best hotels, write about them, then list the others in a way that makes them attractive places to stay. Categories such as “The Grand,” “Affordable Elegance,”

and “Budget/Comfort” or something similar would work well to convey categories and give the visitor more information.

- d. Where to shop: Start with the best shops, unique shops, provide details such as unique items for sale, interesting displays. Include where to park.
- e. Getting here: Start from the freeways and give specific directions
- f. Photos and videos: Include both professionally created and amateur 3 minute or shorter videos of visitors’ experiences in the county, and events, dining outdoors, on the water, etc. Create a section on videos related to the different experiences of each area or community in the county.
- g. Maps, Guides & Information: Printable maps for guidance are good but not enough. There should be a good map of the county area with highways identified, labels of specific sites, attractions, areas where specific activities take place, such as moose viewing (Moose Alley), major hiking opportunities, white water rafting, snowmobiling, cross-country skiing, downhill skiing, etc. Each community should also have a good 3-D map of the core downtown area with street names, labels of specific sites, etc.
- h. Media and Trade: Sooner or later the media will pick up on what is going on and want to write about it. Be sure you have prepared the photography and written stories that they will be looking for. Public relations is the most important form of communication in building a brand.
- i. The “New Hampshire Grand” blog: Create a blog managed by interested parties, where people can get “local” information about where to go, what to do. The blog could link to various specialized retailers or groups that could answer questions asked by bloggers.

2) The **“What to Do”** link should lead you to a page where you can “pick your season”. Provide six seasons as follows:

- a. Dec/Jan: Feature holiday events, winter “grand” activities
- b. Feb/Mar: Winter “grand” activities and “grand” events
- c. Apr/May: Winter “grand” activities, spring opportunities
- d. Jun/Jul: First half of summer, and grand activities available
- e. Aug/Sep: Second half of summer, beginning of fall foliage
- f. Oct/Nov: Fall grand activities, and preparing for winter activities
- g. Once a visitor picks their season, they can “Pick Your Passion” which leads them to a variety of experiences available that time of year. Some may be featured in every season, but some will only be showcased in their primary season or seasons, such as snow-based sports.

Focus on the different activities and events and provide ideas for how to enjoy each activity or area. Provide specific information with itineraries; don’t just list activities and events. Give details; what to do with a one day visit, two day visit, three day visit, how long it takes to drive to specific areas, when and where to make restaurant reservations, where they can get further information on specific details, such as trail length, difficulty, etc. And don’t forget to tell them where to park.

Within each season the user can then **“Pick Your Passion,”** and there should be the following categories:

- Activities (lead with “grand” activities related to the brand)
- Events (Do not include local events that only residents would be interested in. Each event should reinforce the brand perception and be worth a special trip.)

- Entertainment (Any professional entertainment should also be listed under Events. Others that would be included here would be movies, nightlife, street musicians or artisans, local theater productions, for example.)
- Signature Shops (Best of downtown retail shops—shops unique to Coos County, or with specialty items. You can link to the local Chambers of Commerce for local malls and run of the mill stores.)
- Signature dining (the best dining experiences in Coos County only. No national chains or fast food restaurants)
- The Arts (performing, visual, public art)
- History (museums, walking tourism landmarks)
- Kids & Family (children’s entertainment, educational recreation, etc.)
- Hidden Treasures (this would include unusual, off-the-beaten-path places, or activities. Neat little places known by the locals).

3) In the **“Where to Eat,” “Where to Stay,”** and **“Where to Shop”** sections ALWAYS promote the top-rated FIRST, once again, to support the brand perception first identified in this plan. If need be, have a third party help determine these ratings. Do NOT just provide lists. For each there should be an interior photo, a paragraph telling the visitor what’s so special about each and then details: pricing (\$\$\$), hours, specialties, hotel features, etc.

4) **“Getting Here”** is one of the most important sections of the site. Show Coos County in relationship to other cities in the Northeast and Canada and primary freeways. It’s fine to link to Mapquest or Google maps, but there should also be a regional map that shows features Mapquest won’t have: drive times from various cities, distance in miles, the nearest commercial airports, train or bus connec-



tions to Manchester, Boston, NY, Portland, Montreal, Ottawa, Toronto, etc. Include links to each community for detailed community maps and areas to park. Also include a “Road Conditions” section that is updated often so people can find trouble spots, construction areas, and seasonal considerations for driving.

- 5) **“Photos and Videos”** – Consumer expectations have gone beyond flash-driven slide shows on destination websites. Their experience with YouTube and Google video has created an expectation of cool videos covering a range of subjects about the destination. They want to see professionally produced vignettes of their special topics of interest, but they also want to see amateur videos, which have greater credibility because they represent third-party assessment of what Coos County really has to offer. A combination of the good amateur videos and your own professional efforts is needed. Photos are also welcome, and some viewer-produced photos should be included. Be sure to get written permission from the authors of both video and photos. Creating a supply of videos and photos from which to choose can be done through local contests, where the winner’s efforts are acknowledged and featured on your website.
- 6) The **“Maps, Guides & Information”** section should include:
 - Good maps showing the area and where activities can be done.
 - The new “Grand Experiences” and “Best of New Hampshire Grand” brochures and printable event calendars. All online brochures should be downloadable PDF files as well.
 - Reciprocal links to other organizations, local communities, attractions, and activity vendors, the state tourism site, airport, downtown, etc.
 - Local and regional contact information, including locations of visitor information centers, phone numbers, and operating hours.
- 7) The **“Media & Trade”** section should be home to:

- Online Press room (one of the best in the country can be found at www.exploreasheville.com)
- Meeting and event planning resources
- Local media contacts and links
- Tour operators, guides, outfitters
- Resources for local partners (the business community, local organizations, regional marketing partners)

Other suggestions for the website:

- On the home page, focus on the highlights. Make a statement about the things you have that are the biggest, the best (by third party endorsement, and use quotes), and truly unique to the county.
- Each category should offer sample events or activities that can be experienced all or most of the time.
- Write the website focusing on specifics, not the generic.
- Include “Did you know” online post-it notes.
- Promote the best hotels first.
- Work to reinforce the brand image of Coos County.
- Develop podcasts (both video and voice). Let visitors choose from many that might provide examples of what specific events or attractions have to offer. Podcasts could be developed for a score of attractions, shops or restaurants and would feature one to two minute segments about each of your anchor businesses downtown. An example of an excellent tourism website is the one produced by the Ashville, North Carolina CVB – www.exploreasheville.com. Read through the website to see some very good ideas; in particular the pressroom, the visitors guide, and the way the site portrays the city’s brand image.

In order to own the brand and capture website searches, Coos County will need to register several domain names. We have set aside the following domain names as a starting point:

www.newhampshiregrand.com/org

www.newenglandgrand.com

www.newenglandgrandadventure.com

www.NHgrandadventure.com

www.grandresortsgrandadventure.com/org

Additional names may be developed as the Action Plan is implemented.

IMPLEMENTATION:

Brand Leadership Team, NCIC, New Hampshire Division of Tourism

APPROXIMATE COST:

Up to \$65,000 to create; \$10,000 per year to maintain; \$250/month pay per click

POSSIBLE SOURCE OF FUNDS:

DTTD JPP Grant, Tillotson Grant, Community Development Investment Grant; Marketing partners

TIMELINE FOR IMPLEMENTATION:

2008, planning, 2009 development and launch

RATIONALE FOR THE RECOMMENDATION:

The most important marketing tool you have is the Internet. A full 94% of web-enabled people use the Internet as their primary travel planning resource. In fact, it is the second most popular reason for use of the Internet.

Yet 70% of all people planning a trip are frustrated by their online experience. The reasons:

- Destinations are promoting geography (mountains, rivers, scenic vistas), yet visitors are looking for activities (hiking, sightseeing, skiing). Geography should ALWAYS be second to the experience – activities.
- Travelers are looking for specifics, not generalities, yet few travel websites actually have detailed itineraries, specifics in terms of recommendations, maps, and detailed information.
- Travelers are frustrated by home pages with too many links (30+), making it nearly impossible to navigate the site.
- If potential visitors are not “sold” on the home page, nearly half move on to other destinations. This is why the home page has to focus on the biggest, best, and most unique. And if it is difficult for the visitor to find what they are looking for, or the information is not complete, then you are eliminated from the list of “finalists.”

Focusing on the specifics helps make the sale – specifics give visitors a mental image of what to expect and helps capture their imagination. Lists don’t tell a visitor enough information to make a sale. Of all your marketing efforts, you should spend most of your time and money on your website and online marketing efforts.



NEW HAMPSHIRE
Grand

Grand Resorts
GRAND ADVENTURE™

[Home](#) | [What to Do](#) | [Where to Eat](#) | [Where to Stay](#) | [Where to Shop](#) | [Getting Here](#) | [Request Info](#) | [Contact](#)



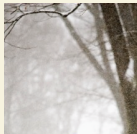
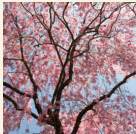
WELCOME TO NEW HAMPSHIRE GRAND

Coos County, New Hampshire

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PICK YOUR SEASON



[Maps and Guides](#) | [Media and Trade](#) | [Photos and Videos](#) | [Press Rooms](#) | [Press Rooms](#) | [Calendar](#)

11 USE THE INTERNET AS A KEY MARKETING AND PUBLIC RELATIONS TOOL

DESCRIPTION:

Coos County should use the Internet as a way to generate interest in the county as a visitor destination, convert high potential prospects, and facilitate trip planning. We recommend that the Internet become the foundation of all your marketing efforts – the framework around which everything else is built. Use of the Internet for travel information and trip booking continues to grow at a rapid pace. It is the future medium for travel marketers and the future is now.

The previous recommendation provided the guidance for developing a branded website. This recommendation covers additional specific actions related to the use of the Internet and includes:

1. E-Newsletters/E-blasts
2. Search Engine Optimization
3. RSS
4. Social Media

1. E-newsletters and E-blasts

E-newsletters and E-blasts are a great way to have frequent contact with your nearby markets, those that are likely to have a short travel decision timeline. These forms of communication are excellent to provide news, updates, new opportunities, and calendars of events. It is an inexpensive way to keep the destination top-of-mind among your market. E-blasts can be used to notify users of last-minute opportunities that are simply too good to pass up or to remind your market of a major event that they should not miss.

The E-newsletter program should be “opt-in,” that is, the user has a choice to sign up for these communications. You have to be sure to give your users confidence that you are not using their name to market other things or selling their name to other entities.

- When people opt-in to your E-newsletter – do you direct them to a welcome page? The welcome message can link them to previous newsletters, promotions, special discounts, or anything else of interest. It doesn’t have to be a big thing, just needs to give them a “welcome.” After all, they have just expressed an interest in getting more information from you. If they are receiving your email in HTML, they can click through to your website right from within the email.
- Integrate the brand and brand-related experiences into the content.
- Include the link to www.newhampshiregrand.com in several places. Also, don’t forget to include a phone number in an obvious place in the email. Some impulse buyers will want to book immediately.
- Consider frequent newsletters – monthly, if possible.
- Include descriptive visitor experiences and add testimonials to the content.
- If possible, show people doing things.

2. Maximize search engine optimization (SEO)

Search engine optimization or SEO is becoming more and more sophisticated with each passing week. Internet markets want the best possible chance to have their websites pop up in the first two pages of a search. Most users don’t go beyond the second page of search results, so it is critical to be at the top of the search hierarchy.

SEO today goes way beyond simple key words and phrases. The way one writes content has an effect on SEO, as do the linkages your website has with other websites. Search engines use complicated algorithms that are constantly changing to assign relevance to your web pages for web searches. That is why, for example, you need to use your key words throughout your pages, along with variations, such as synonyms. The methods used by search engines to index web pages today are so sophisticated that they are considered a form of “artificial intelligence.”

The three primary search engines, Google, Yahoo, and MSN, use a technique known as “spiders” to regularly “crawl” through websites, indexing by key words and phrases. To be listed in directories, you need to submit your URL to the major search engines at least once. However, to be indexed, you may want to submit your URL to them a few times. This way your site will be “crawled” more than once. Eventually, with more and more incoming links, your site will be automatically crawled and the indexes updated. That is why it is very important to keep a website up to date.

Increasing the number of linkages is critical to keeping a website moving up the hierarchy of the search engine. One way to increase linkages is to have several other websites include a link to your website. For example, a link to the primary Coos website could be listed on other websites of cities, chambers, and businesses throughout the county where it can't be missed. If you increase your links you will increase your relevancy when a search engine crawls through your site.

In addition to making sure your site is indexed, you need to know how your site is being used, how long a visitor stays on your site, and what pages are being viewed. It is also important to know whether the key words or phrases that brought the visitor to your site are also helpful in getting the visitor to take a desired action. For example, do you want visitors to sign up for the E-newsletter? If so, what are the key search words that brought the visitor to your site who actually signed up for the newsletter? This is the type of data you need to collect.

Because SEO is a rapidly growing and changing discipline, we recommend that the BLT engage the services of a webmaster who truly understands these issues and can recommend SEO software and strategies for composing your web pages that will help you achieve higher search engine ranks.

3. RSS

RSS is a developing technology that allows the host to format frequently updated information into a standardized format that can be “fed” to interested readers on a regular basis. It eliminates the need for the reader to bookmark and visit favorite websites regularly to find out what's new. Instead, when there is news, the RSS format feeds it directly to the reader who can

then read it at their leisure. These feeds can link to the website where the news is posted so the reader can go directly to the website for more information.

RSS is heavily used among the more traditional news media and many people use RSS feeds to get their news without checking several news sites. In the world of travel marketing, RSS is only starting to be used by destination marketing organizations, as more consumers are learning to use RSS for feeds other than general news. For example, the state tourism websites for North Carolina, South Carolina, Michigan, and Minnesota currently have RSS feeds to subscribers who choose their feeds. When we checked, each of these states had less than 50 subscribers. However, when we checked Frommer's Travel Guide, a website supporting the famous Frommers travel books, we found they had 16,500 subscribers!

We recommend that the Coos website use RSS as another distribution method for news and updates, much like the opt-in e-newsletter and e-blasts. The service would be opt-in and then users could view regularly updated information about the county's travel offerings. It may take some time for this to catch on but once the framework is in place it is economical and easy to update information for the feed.

4. Social Networking

No discussion of Internet strategies would be complete without touching on social media. The growing popularity of social media sites is extraordinary and the most popular social media sites have tens of millions of subscribers. The use of social media will be another important component of the Coos's efforts to develop the “New Hampshire Grand” brand and to drive traffic to the website. Social media can also help drive your search engine rankings.

Social media, made popular by MySpace.com, now includes hundreds of sites: some are general interest, such as Facebook.com, and some serve special interests, such as WineLifeToday or TripAdvisor. The general sites also have groups that form around special interests. Facebook, for example, has a few Appalachian Mountain Trail groups, a New Hampshire Great North Woods Camping group, Hunters of the Great North Woods group, and even a group aptly named “I Spent All day Climbing Mount Washington Only to

Find a Parking Lot on Top” with over 200 members.

Social media groups typically form around a particular interest, such as travel or sports and recreation. The group sites include photos, descriptions of upcoming events, and information about related sites. It's like having another website targeted to Facebook or MySpace or other social networking site members who have a specific interest. And there is no out of pocket cost, except for the time it takes to update the information.

Developing social media strategies starts with research. Through your own social media site research develop a list of social media sites to target and join existing groups or create groups. Start with Facebook and create a brand-themed Coos group. Use the group site to post photos, events, and other brand-related activities. Use this site to drive group members to your website. Also, join other groups that have interests related to the Coos brand to see what their members are discussing. It will take some time to start seeing the results of this effort, but over the long term the time spent developing social media will yield results.

APPROXIMATE COST:

SEO/RSS Set up: Include in website development

E-newsletters and E-blasts: Staff time - TBD

SEO: Part of website development budget for webmaster, software

Social Media: Staff time - TBD

IMPLEMENTATION:

Brand Leadership Team, NCIC

POSSIBLE FUNDING SOURCES:

DTTD JPP Grants, Marketing Partners, if needed for staff time

TIMELINE FOR IMPLEMENTATION:

E-newsletters: 2009 and beyond – monthly; E-blasts: 2009 and beyond – when there is something of note to alert subscribers about.

SEO: 2008 - engage webmaster, same planning timeframe as website update; ongoing

Social media: 2008 – do research and create brand-related group on Facebook. 2009-2010 – continue to expand these efforts.

RATIONALE FOR RECOMMENDATION:

The Internet is the single most important marketing tool for travel marketers today and will be even more important in the future. Why? It's simple: it is the most cost-effective way to reach a variety of markets throughout the world with information. The key is to have a website that visually engages the viewer, provides relevant content, and keeps them coming back for more. More consumers are taking control of the information they receive. Newspaper circulation is down, Network TV is losing market share to the cable stations. Radio is becoming more segmented. Consumers use the Internet because they can choose the content and timing of information. They will not find Coos County and its branded product by searching geography; they will find it by searching activities.

Driving potential visitors to your website is the cornerstone of your overall marketing plan. Effective search engine optimization and key linkages with membership, marketing, and other organizations are proven methods to accomplish this. New methods, such as RSS and social media, marketing will only grow in popularity and use over time.

12 DEVELOP PUBLIC RELATIONS RESOURCES

DESCRIPTION:

The Brand Leadership Team should hire a professional PR agency with community branding and repositioning experience. The focus of this PR effort should be to present the new “New Hampshire Grand” brand to the world. The effort should not begin until Coos County can deliver on the promise of the brand. Part of the PR contract should be to assist the BLT in developing the online “press room” mentioned in Recommendation 9. This is the place that contains resources, news, and assistance for the media. Cultivating the media is an important task, as you want them on your side in communicating the brand. The press can be cynical, particularly the local press, which will have covered all the pronouncements previously made that new things in Coos County are being planned, only to see that nothing changed. Delivering on the promise is as important for the media as it is for the consumer.

A well thought out public relations campaign is more effective than advertising during the early stages of brand development. Public relations is also a way to get more “bang for the buck,” meaning that a good overall PR strategy often more effectively reaches your target audience with a credible message. Once the brand is established, PR serves to reinforce the brand.

A strong overall PR strategy for Coos County should include:

- Development of a comprehensive website pressroom
- Development of a hard copy press kit
- Regular press contact and press relationships
- Ongoing media assistance for story writers and editors
- Coordination of efforts with member businesses, community partners
- Monitoring and reporting of press coverage

Website Pressroom

The website pressroom should have several pages, each of which is devoted to specific items that will make it easier for the press. These pages should be

updated regularly.

1. **Public Relations contact page:** List several contacts and include their photos. The press is generally under deadline, and if they cannot reach one person instantly, they need access to another. It may be your only chance to weigh in on an article they are writing or to get free publicity for an upcoming event.
2. **Story ideas page:** Don’t wait on the press, instead write up your own story ideas as “prompts” for the press to pick up on. These can be about the “New Hampshire Grand” brand, various “grand experiences,” specific resorts, the local scene, entertainment, events, or other visitor experiences, for example. Make sure they know where to go on the website to download photos that go with each story idea.
3. **Photo gallery page:** A picture is worth a thousand words, especially pictures showing people having fun engaged in a variety of activities. Providing great photography is extremely important. Don’t just gather up amateur photos from all over town and post them. Think carefully about how you want to position each subject. You will need eventually to script a number of photos and hire professional photographers to go shoot them. Some photos should include models that look like people you would find in your target market. Others can be candid shots of events and visitors having fun, but shot by a professional who knows how to frame them. All of them should be available in high-resolution digital format. Present the photos online in low-resolution and then have the press register online for the high-resolution versions. This way you know who is receiving them, and they will agree to use them for editorial purposes only, assign proper credit and not sell them to be used commercially elsewhere. The same should be done for your logo graphics. Be sure to group your photos by subject so they can be researched easily.
4. **Press Kit page:** This page should contain background materials that can be inserted into any story or article:
 - a. Interesting facts about the “New Hampshire Grand” region

- b. History of the county
- c. Climate and weather
- d. Six season variations information
- e. Story ideas
- f. News release page: Include a running log of all news released that you convert into PDF format so they can be downloaded. Be sure to show the date of the release.

5. Full Fact Sheet page: More extensive than the “interesting facts” in the Press Kit, this page would contain an extended list of facts about every facet of Coos County, the brand as it develops, and other local subjects. Here is where you also list historical facts about the region.

6. Press Trip page: Some out-of-town writers will want assistance in making arrangements to visit and write about Coos County or a special subject in the county. This page allows prospective writers to request help from the Brand Leadership Team/NCIC in planning their trip, making the right connections with local stakeholders, or gaining access to particular events. They may also be looking for financial assistance or some in-kind consideration. This is the mechanism for them to make their requests.

7. Media coverage page: This is where Coos County posts the media coverage they receive from the press. It allows the press to see what’s been covered and in what manner. List the stories by year and month and, if possible, include links to the actual story source and photos.

Press Kit

The Press Kit page found in the Website Pressroom should contain all the press kit material in a downloadable form. The BLT should have a small quantity of hard copy Press Kits on hand for visits with press representatives, to respond to press inquiries, and for direct mailings to the press list. This kit

should be printed on high quality stationery and include a CD of photos for use by writers in their stories.

Regular Press Contact

Review your list of press contacts at least once a month to make sure it is up to date, particularly media that will reach your target markets. The list should be made up of key contacts from magazines, newspapers, online websites, travel newsletters, guidebooks, and blogs. These contacts should receive regular press releases and E-bulletins with newsworthy publishing. This requires contact at least once every one or two months to keep the destination and its brand top of mind.

Ongoing Media Assistance



Ongoing dialog with press contacts will help you determine who is most likely to write articles on Coos County. Work to identify the highly qualified magazine, newspaper, newsletter, online, and freelance journalists who can place articles in publications aimed at your target markets. Provide the most qualified with assistance in trip planning, such as cost underwriting, contacts with brand-related tourism products to be featured, and background information. In many cases it may be necessary to accompany the writer, but in other cases the writer may want to travel on their own.

The State of New Hampshire's tourism marketing campaign also has contact with the media and sponsors press trips. Many times writers may go to the state agency first when looking for story ideas. Therefore, be sure your contact with the state agency is frequent and that they are kept up to date on the latest developments in Coos County.

Finally, work closely with your community and business partners to support and help them coordinate any special needs they may have when hosting a writer. Solicit ideas from them regularly to be included in the online pressroom and E-bulletins. And remember that the media want to write about experiences, so they want to have the experience themselves. Be sure to have at the ready a variety of grand adventures in which the media can participate so you can make suggestions when they call to plan a trip.

Implementing an Overall PR Strategy

Public relations is a very labor intensive activity, but one with big pay-offs. The BLT is a volunteer group with the NCIC providing administrative support, which is why we recommend that a professional public relations agency with community branding and repositioning experience should be contracted. This agency can work with the BLT to refine the details of this strategy, such as the criteria for media to qualify for underwriting, and assist with implementation of the strategy in support of the brand.

IMPLEMENTATION:

Brand Leadership Team, NCIC

APPROXIMATE COST:

\$50,000+ annually for PR services

POSSIBLE FUNDING SOURCES:

DTTD JPP Grants, Marketing Partners

TIMELINE FOR IMPLEMENTATION:

2009 – Contract with PR firm

2009 and beyond – Refine and implement PR strategy

RATIONALE FOR THE RECOMMENDATION:

Public relations is a more credible way than advertising to generate large-scale awareness of Coos County's brand and to deliver the county's message to the target audience. Remember, public relations is all about how you build brand awareness, while advertising is about maintaining that awareness. By having other people write about your destination, they spread your message for you and in the process build credibility for your brand and destination. These messages create those essential "third party endorsements" that can be used throughout your marketing. The travel markets are more inclined to believe something they read in an article in a magazine, Sunday travel section, or a guidebook than they are an advertisement. And, they are more likely to act on what they read by going to the website for more information.

Public relations also provides a very good return on investment. For every dollar invested in public relations, there is typically a three-dollar return in "earned media" that is, the cost you would have had to pay for equivalent ad space.