



State of New Hampshire

Software Development Project RFP

Department of Education

Food & Nutrition System

RFP 2011-018

RFP ISSUED 05/24/11

VENDOR CONFERENCE..... 06/07/11

AT: Department of Education, 101 Pleasant Street, Concord, NH 03301

STATE CONTACT.....Elaine Van Dyke
evandyke@ed.state.nh.us
(603) 271-3860

CONTRACT TYPE.....FIRM FIXED PRICE

PROPOSALS DUE..... 07/05/2011- 5:00pm

AT: DEPARTMENT OF EDUCATION
101 PLEASANT STREET
CONCORD, NH

STATE OF NEW HAMPSHIRE
Department of Education
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1. INTRODUCTION

The State of New Hampshire, acting through the Department of Education, is releasing this Request for Proposal to procure maintenance and enhancements Services for the Child Nutrition Programs (CNP) suite. In addition to maintaining the System, the application modules will be rewritten using .net 4.0 framework or higher.

1.1 Contract Award

A Contract award by the State will be based upon criteria, standards, and weighting identified in this RFP.

Contract Type

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

1.2 Contract Term

Time is of the essence.

The Vendor shall be fully prepared to commence work by August 2011, after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").

The Vendor's initial term will begin on the Effective Date and continue through September 30, 2016.

The Vendor shall commence work upon issuance of a Notice to Proceed by the State. If the Vendor commences work prior to the Effective Date and a Notice to Proceed, such work will be performed at the sole risk of the Vendor and the State shall be under no obligation to pay the Vendor for any costs incurred or Services performed.

1.3 High Level Scope of Work/Services

The Department of Education is seeking replacement of and enhancements to the existing Food and Nutrition System (FNS), to be completed through a phased development and implementation approach based upon Department identified priorities. The FNS system will be a web-based application and claims processing application as well as a financial management and reporting tool.

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1.4 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)	05/24/11	
Vendor inquiry period begins (on or about)	05/24/11	
Notification to the State of the number of representatives attending the Vendor Conference	06/03/11	
Mandatory Vendor's Conference; location identified in General Instructions, Section 4.3	06/07/11	9:30am-11:30am
Vendor inquiry period ends (Final inquiries due)	06/08/11	
Final State responses to Vendor inquiries	06/10/11	
Final date for Proposal submission	07/05/11	4:30 PM
Invitations for oral presentations	07/08/11	
Vendor presentations/discussion sessions/interviews, if necessary	07/11/11	
Anticipated Contract Finalization	07/18/11	
Anticipated Notice to Proceed	09/01/11	

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 Software Development Package Solution that can fully support the required functionality listed in appendix C: *System Requirements and Deliverables*, and must address the following areas.

3.1 Software

Each Proposal must present a Software development Solution that can fully support the required functionality listed in Appendix C: *Requirements and Deliverables*.

3.2 Service and Requirements

The State seeks to procure the following Services:

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Project management;

Business process analysis and
improvement; Change management;
Software design and development
Requirements validation;
Software and hardware recommendations, developments and Implementation
services; Testing of the Software;
Data conversion and migration;
Development of in and out-bound
interfaces; Integration Services;
Software maintenance and Enhancement
support; Documentation;
Training and user
support; Reports
production.

3.3 Technical Requirements

- 3.3.1 Appendix B:** Minimum standards for Proposal consideration, compliance with Requirements, use of proposed Software, Vendor Implementation experience, and proposed Vendor Project Team.
- 3.3.2 Appendix C:** requirements broken down by mandatory or by priority.
- 3.3.3 Appendix D:** Mandatory narrative descriptions of Software, technical, Services and Project management topics.
- 3.3.4 Appendix E:** Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.

3.4 Deliverables Overview

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements are provided in Appendix F: *Pricing Worksheets*. A set of required Project Deliverables organized by category is detailed in Appendix C: *Requirements and Deliverables*. Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the Vendors' understanding of the Implementation process, the manner of Service delivery and experience with similar Projects related to the Software, Technical Services, and Project management topics. Project Deliverables organized by category, follows.

3.4.1 Written Deliverables

The following Written Deliverables are required:

- a. Work Plan
- b. Project Status Reports
- c. Business Process Improvement Plan (BPI Plan)
- d. Documentation of Recommended Improvements to Business Processes
- e. Communications and Change Management Plan
- f. Requirements Traceability Matrix
- g. Software Design Document
- h. Interface Plan and Design/Capability
- i. Software Change Control Process Document
- j. Detailed Testing Plan and Testing Results

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- k. Data Conversion Plan and Design
- l. Knowledge Transfer Plan
- m. Risk and Issue Management Plan
- n. Deployment Plan
- o. Comprehensive Training Plan, Materials
- p. End User Support Plan
- q. Documentation of Operational Procedures

3.4.2 Software Deliverables

The following Software Deliverables are required:

- a. Establishment of Requirement Specifications of Various Technical Environments
- b. Software Object and Source Code
- c. Software Configured to Satisfy State Requirements
- d. Functioning In-Bound and Out-Bound Interfaces
- e. Fully Tested Data Conversion Software
- f. Converted Data Loaded into Production Environment
- g. Use the established DOE processes for backup and recovery of all Applications and Data
- h. Licensed Software Upgrades

3.4.3 Non-Software Deliverables

The following Non-Software Deliverables are required:

- a. Conduct and Document Joint Application Development (JAD) Sessions
- b. Conduct Information Architecture & Security Review
- c. Conduct Unit and Testing
- d. Conduct integration Testing
- e. Conduct Volume / Stress Testing
- f. Conduct Training
- g. Perform Production Tests
- h. Support User Acceptance Testing (UAT)
- i. Cutover to New Software
- j. Software Warranty and Maintenance Support
- k. Status Meetings

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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
Department of Education
c/o Elaine Van Dyke
101 Pleasant Street
Concord, New Hampshire 03301

Cartons containing Proposals must be clearly marked as follows:

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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 (4) clearly identified copies of the Proposal, including all required attachments, and one (1) electronic copy on CD Rom in MS WORD format, accompanied by the transmittal 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.

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:

Elaine VanDyke, Administrator
Telephone: (603) 271-3860
Email: evandyke@ed.state.nh.us

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

New Hampshire Department of Education
101 Pleasant Street
9:30am-11:30am Room 12
Concord, New Hampshire 03301

All Vendors that intend to submit Proposals must attend the Vendor Conference. 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 emailed 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.

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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.

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.

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4.12 Non-Commitment

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

4.13 Proposal Preparation Cost

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

4.14 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.

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 three-ring binder.

A Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.

A Proposal should use Times New Roman font with a size of eleven (11).

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Each page of a Proposal should include a page number and the number of total pages and identification of the Vendor in the page footer.

Tabs should separate each Section of the Proposal.

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

4.19 Proposal Organization

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

Cover Page

Transmittal Form Letter

Table of Contents

Section I: Executive Summary

Section II: Glossary of Terms and Abbreviations

Section III: Responses to Requirements and Deliverables

Section IV: Narrative Responses

Section V: Corporate Qualifications

Section VI: Qualifications of Key Staff

Section VII: Cost Proposal

4.20 Proposal Content

Proposals must contain the following:

4.20.1 Cover Page

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

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

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State of New Hampshire Proposal Transmittal Form Letter

Company Name _____

Address _____

To: NH Department of Education Point of Contact: Elaine VanDyke
Telephone (603) 271-3860
Email: evandyke@ed.state.nh.us

RE: Proposal Invitation Name: Food and Nutrition System
Proposal Number: 2011-018
Proposal Submission Date and Time: 07/05/2011; 4:30 pm

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH DOE 2011-018 Food and Nutrition Database at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6: *General Contract Requirements* and Appendix G-4: *State of New Hampshire Terms and Conditions*.

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

We attest to the fact that:

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

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

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

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

Our official point of contact is _____
Title _____
Telephone _____ E-mail _____
Authorized Signature Printed _____
Authorized Signature _____

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- **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.**

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 *Priority* ("P" 1,2,3) features of the proposed Solution Software.

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 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.

4.20.7 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*.

4.20.8 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

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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*.

4.20.9 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;

A Proposed Vendor Staff and Resource Hours Worksheet prepared using the format provided in Table F-3-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

A Future Vendor Rates Worksheet prepared using the format provided in Table F-4-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

A Software Maintenance and Support Pricing Worksheet prepared using the format provided in Table F-5-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided.

Remainder of this page intentionally left blank

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5. PROPOSAL EVALUATION PROCESS

5.1 Scoring

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

- 35 points - Proposed Solution;
 - 20 points - Vendor's technical, service, and project management;
 - 25 points - Vendor Qualifications; and
 - 20 points - Solution Cost.
- 100 points – Total Possible Score.

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

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

5.3 Planned Evaluations (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:

- The Proposal is date and time stamped before the deadline.
- The Vendor has sent the proper number of copies
- The original version of the Proposal is marked "ORIGINAL" and the copies are marked "COPY."
- The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception.
- The proposed Solution meets the requirements as specified in Appendix B of the RFP: *Minimum Standards for Proposal Evaluation*

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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 two hours in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial Review of the Proposals.

5.3.4 Best and Final Offer

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 site(s), which utilizes the Vendor Software.

5.4 Proposal Evaluations

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

The Vendor's Software Development Solution Proposal will be allocated a maximum score of 100 points. The State will consider both Implementation and subsequent 5- year maintenance costs, provided in Tables F-1-1: *Activities/Deliverables/Milestones Pricing Worksheet* and F-5-1: *Software Maintenance, and Support Pricing Worksheet*. Cost information required in a Proposal is intended to provide a sound basis for comparing costs.

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5.4.1 Scoring of the Proposed Software Development Solution

The Vendor's Proposed Software Development Solution will be allocated a maximum score of (35) points. These points will be distributed among three (3) sub-factors for the Software Development Solution: Overall Fit, Software Topic Narratives, and Usability.

All requirements in Appendix C identified as mandatory must be met. Additionally, an overall 80% compliance with system requirements, including the mandatory requirements, is a minimum standard for consideration of a Proposal. A Vendor who consequently fails to satisfy the minimum qualifications will be disqualified from the RFP process.

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

Vendor proposed Services will be allocated a maximum score of (20) points, which will include, but not be limited to, the following sub-factor narratives on: Technical Expertise; Ability to provide Professional Services; and Project Management Competence.

5.4.3 Scoring of Vendor Qualifications

Vendor qualifications will be allocated a maximum score of 25 points which will be distributed among four (4) sub-factors: Corporate Qualifications; Organization and Size of the Vendor's Proposed Project Team; Qualifications of the Proposed Project Manager; and Qualifications of Proposed Key Staff.

- a. Corporate Qualifications:** Topics that will be considered in evaluating corporate qualifications include but are not limited to financial strength, availability of backup staff, corporate experience, and Project references.
- b. Organization and Size of the Vendor's Proposed Project Team:** Topics that will be considered in evaluating organization and size of the Vendor's proposed Project Team include, but are not limited to, coverage of significant areas, appropriate roles, designation and identification of key staff and timing of assignments.
- c. Qualifications of Proposed Project Manager:** Vendors are permitted, but not required, to identify candidates for the role of Project Manager. If a Vendor identifies multiple candidates, each candidate will be evaluated, and the 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, references, knowledge of CNP regulations, and ability to demonstrate relationship between financial reporting and meal accountabilities.
- d. Qualifications of Proposed Key Vendor Staff:** Topics to be considered in evaluating qualifications of proposed key staff include, but are not limited to, education, experience, references. Knowledge of CNP regulations, and ability to demonstrate relationship between financial reporting and meal accountabilities.

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5.4.3 Scoring the Software Development Solution Cost

The Vendor's Software Development Solution Proposal will be allocated a maximum score of 20 points. The State will consider both Implementation and subsequent 5- year maintenance costs, provided in Tables F-1-1: *Activities/Deliverables/Milestones Pricing Worksheet* and F-5-1: *Software 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:

Vendor's Cost Score= (Lowest Proposed Cost / Vendor's Proposed Cost) times 20

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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6. GENERAL CONTRACT REQUIREMENTS

6.1 State of NH Terms and Conditions and Contract Requirements

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

6.2 Contract Term Dates

See Section 1.3: *Contract Term*.

6.3 Non-Exclusive

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

6.4 Vendor Selection

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

The State will issue intent to award 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 through its Proposal.

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.

6.6 Project Budget/Price Limitation

The State annually requests federal funds for this Project and is funded for the first year, 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.

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6.8 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 résumé 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 or designee must be available to promptly respond within two (2) hours to inquiries from the State, and at the site as deemed necessary by both parties. The Vendor must use his or her best efforts on the Project. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract.

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

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

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

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

6.9 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 Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than once every two 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

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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.

6.10 Deliverables

The Vendor shall provide the State with the Deliverables in accordance with the requirements and terms of the Contract. All Deliverables shall fully meet and perform in accordance with the Specifications of the RFP and resulting Contract(s). Upon its submission of a Deliverable, the 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 reasonably believes that it cannot correct the Deficiency, in which case it shall promptly notify the State thereof and the State may immediately declare Vendor in Default, avail itself of the remedies available to it in law and in equity.

Once an individual Deliverable is accepted, all sums due and payable relating thereto are non-refundable and non-cancelable; however, notwithstanding the foregoing, in the event the State rejects a 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.

6.10.1 Software Deliverables Review

Software Deliverables Review is further described in Section 6.13 *Testing and Acceptance* below.

6.10.2 Non-Software Deliverables

Prior to the commencement of work on Non-Software Deliverables, the Vendor shall provide to the State, for review and prior written approval by the State, any handout materials including training manuals. 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

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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.

6.10.3 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 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 Licenses

6.11.1 Required Software Licenses

Not Applicable

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6.12 Ongoing Software Maintenance and Support Levels

The Vendor must include provision for ongoing Software maintenance and support Services. The Vendor shall submit copies of its proposed maintenance and support agreement which shall not contain any terms or provisions that conflict with this RFP, including but not limited to, the State's terms and conditions or warranty requirements set forth in Section 6: *General Contract Requirements* and Appendix G: *General Standards and Requirements*, respectively. The Vendor's standard Software maintenance and support form shall not be acceptable.

Ongoing Software maintenance and support levels shall include:

6.12.1 All new Software releases as part of the Software licensing maintenance agreement;

6.12.2 Class A Deficiencies - for all Class A Deficiencies, 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; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

6.12.3 Class B & C Deficiencies – for all Class B & C Deficiencies the State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within forty eight (48) hours of notification of planned corrective action;

6.12.4 Repair or replacement of the Software, and maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

6.12.5 Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

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

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

In the event the Vendor fails to correct a Deficiency within the allotted period of time stated above, the State shall have the right, at its option to any of the following: 1) declare the Vendor in default, terminate the support 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, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; or 3) and to pursue its remedies available in law or in equity.

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6.12.8 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.

6.12.8.1 Time Period for Testing

Prior to the User Acceptance Testing (UAT) start, the State may provide support to the Vendor to test the System. 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).

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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.

6.12.8.2 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 Testing Plan must be kept up-to-date with the timeframes outlined in the Vendor's 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 Work Plan.
- 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 support for the State in setting up the production environment.
- i. Provide the State with a testing environment independent from the Vendor's development environment.
- j. 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.
- k. Correct Deficiencies in the Software and the System throughout all testing efforts until the end of the Warranty Period,
- l. Perform unit, integration, and associated performance tests prior to full-scale State resource Acceptance Testing. This includes testing of all interfaces and conversions. The Vendor will be required to perform the following related to Performance:
 1. Provide sub-second response time on all transactions at the server level;
 2. Provide efficient and optimized interfaces that will at a minimum, run within existing operational interface window timeframes;
 3. Provide a reporting environment that will not impact transactional or nightly processing to an extent that operational windows cannot be maintained; and

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- 4. Provide efficient design for load balancing and communications on custom code modules and configured components. The design must ensure that excessive and unnecessary communications traffic will not be produced that could impair the performance of the State's server and/or network environment.
- m. The Vendor's Project Manager will provide written certification that the Vendor has adequately tested the System prior to State staff performing User Acceptance Testing.

6.12.8.3 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 (OEM) 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.

6.12.9 Test Planning and Preparation

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

It is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented in both terms of effort and duration. The Vendor must disclose in their Proposal the scheduling assumptions they have used in regards to the client resource efforts required during testing.

State testing will commence upon the Vendor's Project Manager's Certification, in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor

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testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State will commence its testing within five (5) business days of receiving Certification from the Vendor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Vendor's development environment. The Vendor must assist the State with testing in accordance with the Test Plan and the Project Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

6.12.10 Testing

Testing begins upon completion of the Software configuration as required and user training according to the Project Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

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

Testing requirements are described in more detail in Appending G-6: *Testing and Tuning Requirements*.

6.12.11 Remedies

If the Vendor is not able to make the corrections within the time allotted by the State, or the entire integrated System fails the Acceptance Test or if completed tuning leaves the State of NH with longer than required response times, the State may declare the Vendor in default and, at its option: 1) terminate the Contract, in whole or in part, by providing written notice to the Vendor, without penalty or obligation to the State and deem the Vendor in default; 2) return the Vendor's product provided under the Contract and receive a refund of all amounts paid, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and 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 the Vendor completes the Contract to the satisfaction of the State.

6.12.12 System Acceptance

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

6.12.13 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

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(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.

6.13 Warranty

6.13.1 Warranties

6.13.1.1 System

The Vendor shall warrant that the System, including but not limited to the Software and the individual modules or functions, 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.

6.13.1.2 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.

6.13.1.3 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.

6.13.1.4 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.

6.13.1.5 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 standards.

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6.13.2 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. The deliverables must maintain the current system during the warranty period.
- b. Maintain the Software in accordance with the Specifications, terms, and requirements of the Contract;
- c. Repair or replace the Software or any portion thereof so that it operates in accordance with the Specifications, terms, and requirements of the Contract;
- d. The Vendor shall have available to the State telephone assistance, with issue tracking available to the State, email/telephone response, with assistance response dependent upon issue severity;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all maintenance Services calls, the Vendor shall ensure the following information shall be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; 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 the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 60 business days, unless specifically extended in writing by the State and at no additional cost to the State. (See Section 6.13.10: *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 6.14.3: *Warranty Period*, below).

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6.13.3 Warranty Period

The Vendor will not charge for maintenance on newly deployed modules during the Warranty Period.

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

For subsequent modules or functions, the Warranty Period will extend for 90 days for each of the remaining major functions or modules, integrated successfully with the entire System, and the Vendor receives a Letter of Acceptance from the State.

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.

6.14 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

The State will provide the following workspace and office equipment for the Project:

- Meeting facilities sufficient to satisfy Project needs (the Vendor and State will agree to these needs during the finalization of the Work Plan);
- The Vendor shall not include costs for personal computers for its staff.

If a Vendor has specific requirements, they must be included in the Vendor’s Proposal.

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 systems,

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Software packages, network systems, security systems, 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.

6.14.6 Intellectual Property

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

6.14.7 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*.

6.14.8 Software Maintenance, Enhancements, and Support Pricing

The Vendor must provide pricing for the minimum recommended Software support and maintenance Services as detailed in Section 6.12.1: *Ongoing Maintenance and Support Levels*.

For Software maintenance and support costs, complete a worksheet including all costs in the table. A worksheet is provided in Appendix F-5: *Pricing Worksheets*, Table F-5-1: *Software Maintenance and Support Pricing Worksheet*.

6.14.9 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

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delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

6.14.10 Over Payments to the Vendor

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

6.14.11 Credits

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

6.14.12 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 shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years after the final payment on the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of litigation, including 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.

6.14.13 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

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the accounting and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

6.15 Contract Security/Performance Bond

Not applicable

6.16 Project Holdback

Project holdback will be 15% until after the warranty period is satisfactorily ended

6.17 HIPAA

Not applicable

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APPENDIX A: BACKGROUND INFORMATION

A-1 Department of Education

The Department of Education is responsible for:

- Providing general supervision for elementary and secondary schools, teachers and administrators;
- Providing a variety of educational and social services to schools and particular groups; and
- Providing vocational rehabilitation and social security disability determinations services for person with disabilities.

The Bureau of Nutrition Programs and Services, through its officials, is responsible for:

- Providing meal and/or milk monthly reimbursements for meals served in public, private non-profit schools, residential child care facilities, child and adult care food program sponsors and summer program organizations.
- Providing to approved facilities any and all appropriate grant funds.

The Mission of the Department of Education is:

- To provide educational leadership and services which promote equal educational opportunities and quality practices and programs that enable New Hampshire residents to become fully productive members of society.

Project Overview/Justification:

The Bureau of Nutrition Programs and Services developed a series of software solutions to meet the federal and state requirements for approved meal reimbursements. Starting in 2000, the software module development began and lasted for a five year period. Each module was developed in JAVA, the preferred State agency choice (at that time). As technologies changed and an understanding of emerging requirements expanded, each subsequent module was more sophisticated in scope and detail than the previous.

The bureau now has three main objectives:

- Update the older software to capture all required fields of data;
- Develop new software that will allow for electronic claiming for all new programs and regulations; and
- Meet the State requirement, for all software development as specified in Table C

Goals and Objectives for Food and Nutrition Database:

- Continue to develop quality, consistency, and accessibility of information
- Utilize common Department technologies that can migrate to the technologies of tomorrow
- Create a smooth transition to a new platform through utilization of effective change management
- Ensure Systems are able to output data for import into other data systems in a mutuality agreed upon format.

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A-2 Department of Information Technology and Technology Status

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the statewide Information Technology activities.

A-2.1 New Hampshire Information Technology Plan (NHITP)

The Department of Information Technology published a State of New Hampshire Information Technology Plan (NHITP). The New Hampshire Information Technology Plan contains the vision, goals, and strategy for the electronic delivery of government services on the Internet and details future e-government direction and implementation strategy. The NHITP helps government leaders anticipate and respond to significant external changes, accelerates IT learning across State agencies, and leverages investments in information technology across State agencies.

A-2.2 Technical Architecture

Components of the State's technical architecture include:

State Network Environment: The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines, wireless, Voice over IP (VOIP) and VPN technologies. Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). Direct support is provided for twenty-one partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.

Internet Access: All State agencies are connected to the State's intranet which is being redesigned to function as the statewide core network in addition to facilitating access to e-mail, the Internet, and the State's financial applications. Some agencies additionally have their own Internet service providers. PCI Compliance is also an element in this effort.

A-2.3 Future Systems Environment

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

A-3 Current Interfaces

Table A-3 – 1: Child Nutrition Interfaces

Agency	SYSTEM NAME	FUNCTION
DOE	MyNHDOE	Authentication and Authorization
DOE	Common Database	Entity reference

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DOE	Grants Management System	Financial Management Reporting
Admin Services	Lawson/NHFfirst	Financial Accounting
DHHS	New Heights	Direct Certification
DOE	I4see	Student Management System

A-4 Related Documents Required

- a. Certificate of Good Standing/Authority
(Dated after April of the current year and available from the Office of the Secretary of State by calling (603) 271-3244 or (603) 271-3246). Forms are also available on:
www.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*.

A-5 State Project Team

State high-level staffing for the Project will include: Chris Hensel, Information Technology Manager, and Elaine Van Dyke, BNPS Administrator.

A-5.1 Project Sponsor

The Project Sponsor, Dr. Virginia M. Barry PhD, Commissioner, and Dr. Judith D. Fillion, Director, will be responsible for securing financing and resources, addressing issues brought to their attention by the State Project Manager, and assist the State Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

A-5.2 State Project Manager

The State Project Manager will be responsible to:

Work in coordination with state IT staff to ensure the appropriation execution of the contract in accordance with the Project Sponsor initiatives.

Major duties include:

Leading the Project;
Promoting the Project statewide;
Developing Project strategy and approach;
Engaging and managing all Vendors;
Managing significant issues and risks; and
Managing stakeholders' concerns.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

Information is requested in Section 4.19: *Proposal Content*, to enable the State to Contract for Project Implementation Services with an experienced Vendor. Coverage in Appendix B is limited to specific minimum requirements. A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

B-1 Proposal Submission

The Proposal must be submitted on time, as defined in this RFP in Section 1.4: *Schedule of Events* and include the properly completed Transmittal Form Letter contained in Section 4.19.2: *Transmittal Form Letter*.

B-2 Compliance with Requirements

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

B-3 Use of Proposed Software

The vendor must demonstrate experience in .net and java.

B-4 Vendor Implementation Service Experience

The Vendor must demonstrate successful implementation of Child Nutrition Program experience, claiming and application web-based systems in at least 2 different states within the last 5 years. The specific Vendor proposed Software version and functionality must be described.

B-5 Proposed Project Team

The proposed Project Team must include individuals with substantial experience in USDA CNP and in the requested software methodology.

One (1) team member may be identified to fulfill the experience requirement in multiple areas.

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APPENDIX C: REQUIREMENTS AND DELIVERABLES

Vendors shall complete the following checklist.

All requirements in Appendix C identified as mandatory must be met. Additionally, an overall 80 percent compliance with system requirements, including the mandatory requirements, is a minimum standard for consideration of a Proposal. A Vendor who consequently fails to satisfy the minimum qualifications will be disqualified from the RFP process.

Vendors shall complete a checklist based on the following format. Indicate whether the requirement is included without modification, with modification, or not at all. If modifications are needed to meet requirements, those modifications must be included in the cost, otherwise check "Not Included."

Overall fit will be assessed from responses to specific system requirements identified in Appendix C: *System Requirements and Deliverables* of this RFP.

Table C.1 Requirements and Deliverables -Vendor Response Checklist
Mandatory (M) Optional (O)

REQ #	Requirement/ Deliverable	M or O	Included without Modification	Not Included	Comments
B	BUSINESS REQUIREMENTS				
P	PROJECT PLANNING				
A	ARCHITECTURE AND SOLUTION				
S	SECURITY				
I	IMPLEMENTATION				
M	MAINTENANCE AND SUPPORT				

A	ARCHITECTURE AND SOLUTION				
A-1	The proposed Software Solution may use either the existing MS SQL Server Database or may create a new MS SQL Server Database. If a new SQL database is created all historical data must be migrated to the new database.	M			

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A-2	The proposed Software Solution must use Web Interface Technologies. Web-based compatible and in conformance with the following W3C standards: XHTML 1.0 CSS 2.1 XML 1.0 (fourth edition)	M			
A-3	The proposed Software Solution must run on Windows Server 2008 or higher.	M			
A-4	The proposed Software Solution must be XML Compatible.	M			
A-5	The proposed Software Solution must use SQL Server Reporting Services to create reports.	M			
A-6	The proposed Software Solution must be developed using visual basic, asp.net and the .net 4.0 framework or higher.	M			
A-7	The proposed Software Solution must be configured to use Elmah (Error Logging Modules and Handlers) application for error logging and tracking.	M			
A-8	The Solution must integrate with myNHDOE Single Sign-on System for user assignment, role management, and security, for authentication and authorization.	M			
A-9	The Solution must integrate with other existing state and DOE System including but not limited to Common Database, Grants, NHFirst, i4See, and New Heights.	M			
A-10	The Solution must be web-based and compatible with PC and MAC based web browsers. Should minimum browser standards be added. W3C standards can be found at http://www.w3.org/standards/agents/browsers	M			

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A-11	The System must be compatible with Microsoft Windows Server 2008 or better and Microsoft SQL2005 or better. List and describe all software, including operating Systems, utility software, and software required for communications and security, required for optimal operation of the System. Indicate whether the system relies on specific manufactures. List all minimum software version levels required for operation.				
A-12	The System must be operable on the established DOE architectures. The System architectures will be provided to the Vendors invited to the Vendor conference.	M			
A-13	The infrastructure and applications are physically located at the State Data Center. The State will assume all costs for hardware and operating system software for the application. The State will assume all responsibility for the technical support of hardware, operating environment, and operating software, and will perform ongoing daily operations.	M			
A-14	If a new database is developed, migration of existing data to new database is required.	M			
A-15	Hide explicit errors and implement custom error handling when exception are encountered.	M			
A-16	Use only the software and System Services designed for its intended use.	M			
A-17	Application data shall be protected from unauthorized use when at rest.	M			

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A-18	Enforce unique user names.	M			
A-19	Keep any sensitive data or communications private from unauthorized individuals and programs.	M			
A-20	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)	M			
A-21	The application shall log all activities to prevent parties from deleting application transactions thus being able to deny that they have taken place.	M			
A-22	The Vendor must provide a phased implementation plan that ensures continuity of all business functionality.	M			
A-23	The Vendor must provide a database diagram and a DBA maintenance plan.	M			
B	BUSINESS REQUIREMENTS				
B-1	The System must provided for Site Level Child Care Claims	M			
B-2	Data must be able to be electronically received and transmitted	M			
B-3	Entry of Data The data must populate other screens, form letters, and reports as appropriate.	M			
B-4	The System must maintain audit trail information on significant actions including a minimum, user id, create, update, and deletes, dates/time and timestamp fields, all financial meal claims, all participation applications, all revised claims, payments, all revised applications and any other data changes.	M			

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B-5	The System must produce text and/or numerical data extracts that can be exported into standard desktop word processing and spreadsheet applications. (NHDOE uses Microsoft Office products).	M			
B-6	The System must provide the means to print forms and make available to the appropriate users.	M			
B-7	The System must provide for reporting and printing functionality.	M			
B-8	NHDOE staff must be able to create and electronically send form letters to an organization(s). They must also be able to optionally print form.	M			
B-9	Validate user input prior to processing.	M			
B-10	Create or modify CACFP reports including, but not limited to, site level reports, center level reports, sponsor reports application reports.	M			
B-11	Develop the CACFP center and FDC suite using technologies specified in Table C1 using existing System as the basis for design and functionality.	M			
B-12	Develop the CACFP site level application and claim processing and reporting.	M			
B-13	Rewrite claims processing to integrate with the State's NHFirst financial System. Ensure all aspects of claim process interfaces with the State financial management System (NHFIRST).	M			

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B-14	Ensure the application interfaces with the DOE common database and Grants Management System (GMS), NHFirst, i4See and other systems as identified.	M			
B-15	Convert existing Child Nutrition modules using technologies specified to Table C1 to include: NSLP; NSBP; NASP; SMP.	M			
B-16	Develop the module to capture application, claiming, and reporting data and process for the newly created FFVP to reflect the current federal requirements.	M			
B-17	Develop the applicable meal reports representing changes to the FNS 10, 44, 418 and FFVP meal/funds reports.	M			
B-18	Develop the applicable financial reports representing the FFATA requirements.	M			
B-19	Incorporate into software revisions, all regulatory requirements of the Child Nutrition Reauthorization Act of 2010.	M.			
B-20	Provide specific upgrades to the direct certification software to include: the date the child became eligible ;feature to show only new students month to month; provide security access to the Determining Officials; print the month and date of run request; add a feature to sort by school and print roster for individual schools; add a sort by district and a print capacity.	M			
B-21	Convert existing Child Nutrition Summer module using technologies specified in Table C1 to include all aspects of the existing Summer Food Service Program applications.	M			
B-22	Upgrade related Summer Food Program reports.	M			

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B-23	Expand the FSMC Contract reporting to include all Child Nutrition Programs.	M			
B-24	Develop a financial management tool for all program modules that will replace the existing NIF_D database and integrate with the State Financial Management System NHFirst.	M			
B-25	Upgrade financial dollars reports to include detailed FSMC reports.	M			
B-26	Develop Performance Data Indicator software module for each application and claiming module.	M			
B-27	Develop Performance Data Indicator software for At Risk Programs to include; NSLP, CACFP, SMI, SFSP, FFVP	M			
B-28	System must be able to generate negative claim adjustments.	M			
I	IMPLEMENTATION				
I-1	The contracted Vendor shall provide detailed Documentation on System administration. Documentation shall include instructions to the Systems administrator on adding or removing users, changing constant values, editing text, etc.	M			
I-2	Vendor must follow DOIT standards and procedures for deployments to test and production environment; this includes 7 days Infrastructure Change Request (ICR), the use of source control, and the use of staging folders to implement full version releases and backups.	M			

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I-3	The contracted Vendor shall provide detailed Documentation on System operation and maintenance, including detailed Documentation on System backups and restore. The Vendor will need to work with DOIT to meet standards and procedures.	M			
I-4	The Vendor must provide detailed user Documentation on System operation. Each function available to users must be documented. Documentation must be integrated in System as a help file.	M			
I-5	All Systems must be fully tested by the Vendor prior to releasing for User Acceptance testing. Testing shall be conducted in accordance with the approved test plans.	M			
I-6	The Vendor must produce and execute System/unit test plans for each application. The testing must include component as well as end-to-end testing and must verify that the application meets the functional and technical requirements. Test plans must include resource requirements, test scripts, data, and scenarios, specific business cases, anomaly transactions, daily work functions, and administrative tasks.	M			
I-7	The format of the test plan will be decided upon jointly by the Using Agency and the Vendor. Test plans will not be implemented without the approval of the Using Agency.	M			

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M	MAINTENANCE AND SUPPORT				
M-1	The Food and Nutrition System must have maintenance and support performance expectations and minimum level of performance measures defined in a Service level agreement.				
M-2	If the Vendor has a sample SLA that they have had success with on previous projects, please provide it in the Proposal. The final format of the SLA will be determined jointly by the Using Agency and the Vendor.				
M-3	Service Level Metrics/Indexes that are required. Response Times Calls resolved within specified periods of time or number of calls, depending on severity/nature of the call. Availability Escalation/Notification Customer Satisfaction				
M-4	Provide maintenance for existing system during development of new system.	O			
P	PROJECT PLANNING				
P-1	Initial proposed Work Plan and Schedule.	M			
P-2	In the Proposal, submit an initial Work Plan and Schedule for the installation of the Food and Nutrition System. Make any necessary assumptions. Examples of tasks; specific focus groups, draft document submissions and review periods, status meetings, etc. All Work Plans, Project plans, and schedules must be produced in MS Project or equivalent product.	M			
P-3	The Work Plan and Schedule will be evaluated on thoroughness, quality, and	M			

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	reasonableness, not on exact dates shown. Specific task steps and dates will be subject to negotiation.				
P-4	The contracted Vendor must prepare and submit a final Work Plan and Project Schedule after negotiations are complete and present it to the Department of Education no later than 14 calendar days after Contract signing.	M			
P-5	The contract Vendor must produce a detailed Work Plan , including tasks, resources, work time (estimate and actual), Gantt charts, etc. The Work plans must identify, but not be limited to, these major tasks: -User requirements -Business and technical requirements -Logical and Physical design -Development -System and unit testing -User testing -Acceptance testing -Implementation -Ongoing operations -Contingency plans -Documentation review and delivery (transfer of knowledge). -Stress Testing and application tuning	M			
P-6	The Vendor must provide Project Status Reports on an agreed upon frequency but not less frequently than bi-weekly.	M			
P-7	The Vendor must provide a Business Process Improvement Plan.	M			
P-8	The Vendor must provide a Communication and Change Management Plan.	M			

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P-9	The Vendor shall provide training plans to the Contracting Agency. Training plans will identify the System users and Systems administrators that need training, the topics to be discussed, and the time required to complete training.	M			
P-10	The Vendor must provide a data migration plan to the agency to accommodate any changes to the database during the design phase. The plan will document how the existing data will map to the new System, provide a data dictionary, and describe how the data will be migrated to the new System. The plan will identify time frames, roles and responsibilities.	M			
P-11	The Vendor must work with the agency to develop a contingency plan that will ensure continued operations and processing of claims and reports during a System shut down.	M			
P-12	The Vendor must produce a logical design diagram that documents the conceptual design of the System. Included in the document will be hardware configurations, software configurations, communication configurations, diagram of data flow of application, data dictionary, and technical Documentation of user interface. The State may, at its option, design a format for the logical design documents. The state DoIT staff will be available to assist by identifying the current structure.	M			

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P-13	The Vendor must produce a physical design document that documents the actual design of the System. Included in the document will be hardware configurations, software and hardware manufacturers, software configurations, communication configurations, diagram of data flow of application, data dictionary, and technical Documentation of user interface. The State may, at its option, design a format for the physical design documents. The state DoIT staff will be available to assist by identifying the current structure.	M			
P-14	The Vendor will provide a description of the proposed Systems' average and expected response rates.	M			
S	SECURITY				
S-1	The System must incorporate stringent security and roles defined in myNHDOE. Users must be limited to access to only what is required for their roles. The NHDOE had identified several roles for authorized individuals and will consider additional roles. Entry Submit Food Service Director BNPS user Determined Officials The system roles must enable screen level and field level security.	M			
S-2	The System must verify the identity or authenticate all of its client applications before allowing them to use its capabilities.	M			
S-3	Authorize users and client applications to prevent access to inappropriate or confidential data or Services.	M			

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S-4	Limit the number of people that can grant or change authorizations.	M			
S-5	Enforce session timeouts during periods of inactivity.	M			
S-6	Method to prevent any programs or software from destroying or damaging data or the application itself.	M			
S-7	The application shall not store authentication credentials or sensitive data in its code.	M			
S-8	Detect and record all attempted accesses that fail identification, authentication and authorization requirements.	M			
S-9	Allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M			
S-10	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M			

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PROJECT PHASES

The Department plans to implement the project in the following phases.

Phase I:

- a. Implement application security and log in using myNHDOE (Single Sign On)
- b. Create or modify CACFP (includes FDC) reports including but not limited to:
Site level reports, center level reports, sponsor reports, application reports,
- c. Ensure, through testing methods, the compatibility of the conversion during development phases;
- d. Develop the CACFP (including FDC) suite using technologies specified in Table C1 using the existing system as the basis for design and functionality
- e. Develop CACFP site level application and claim processing and reporting.
- f. Rewrite claims processing to integrate with the State's NHFirst financial system. Ensure all aspects of claim processing interfaces with the State financial management system (NHFirst),
- g. Ensure the application interfaces with the DOE common database and Grants Management System (GMS);
- h. Develop/rewrite all back end processing necessary for the operation of the FNS System.
- i. Ensure maintenance for all existing software.

Phase II:

- a. Convert existing Child Nutrition modules using technologies specified in Table C1; to include: National School Lunch Program; National School Breakfast Program; National After School Snack Program; Special Milk Program.
- b. Develop the module to capture application, claiming and reporting data and process for the Fresh Fruit and Vegetable Program (FFVP) payments to include reporting parameters.
- c. Develop the applicable meal reports representing changes to the FNS 10, 44 and 418 and the newly created FFVP to reflect the current federal requirements.
- d. Incorporate into newly developed software all regulatory requirements of the Child Nutrition Reauthorization Act of 2010.
- e. Provide specified upgrades to the Direct Certification software to:
 - i. add the date the child became eligible and a sort by date feature
 - ii. create a feature to show only new students from month to month
 - iii. provide security access to the Determining Official
 - iv. print the month and date of run on the top of each page
 - iiiv. add a feature to sort by school and print the roster for only one school
 - iiiv. add a feature to sort by district and print
- f. Ensure maintenance for all existing software.
- g. Ensure the application interfaces with the DOE common database and Grants Management System (GMS).

Phase III:

- a. Convert existing Child Nutrition Summer module using technologies specified in Table C1 to include all aspects of the existing Summer Food Service Program application.
- b. Upgrade related Summer Food Program reports
- c. Ensure the application interfaces with the DOE common database and Grants Management System (GMS).

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Phase IV:

- a. Expand Food Service Management Company (FSMC) contract reporting to include all Child Nutrition Programs;
- b. Develop a financial management tool for all program modules that will replace the existing NIF_D database and integrate with the State Financial Management system NHFirst;
- c. Upgrade financial dollars reports to include detailed FSMC reports.

Phase V:

- a. Develop Performance Data Indicator software module for each application and claiming module;
- b. Develop Performance Data Indicator software for Program Reviews.

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

Narratives on Technical Topics: Technical topics to be addressed in Proposals are identified in Section D-2:*Technical Topics* of Appendix D: *Topics for Mandatory Narrative Responses*. Scoring will emphasize the ability to leverage the existing DOE technology skills of ASPX, .Net, MS-Sequel Server.

Topic	Page Limit
Software Topics	
Topic 1 - Software Architecture	3
Topic 2 - Ad Hoc / Federal Reporting	5
Topic 3 - Assurance	3
Topic 4 - System Security	3
Topic 5 - Usability	5
Technical Topics	
Topic 6- IT Standards	2
Topic 7 - Interface Standards	2
Topic 8 – Backup and Recovery	1
Topic 9 – Assurance of Business Continuity	3
Topic 10 – Archiving	2
Topic 11 - Environment Setup	2
Topic 12 - Technical Knowledge Transfer	5
Service Topics	
Topic 13 – Development and Implementation Approach	10
Topic 14 - Acceptance Testing	6
Topic 15 - Migration Strategy	3
Topic 16 - Interfaces	3
Topic 17 - User Training Approach	6
Topic 18 - Acceptance Criteria	6
Project Management Topics	
Topic 19 - Status Meetings and Reports	3
Topic 20 - Risk and Issue Management	3
Topic 21 - Scope Control	2
Topic 22 - Preparation of State Staff	3
Topic 23 - Quality Assurance Approach	6
Topic 24 - Work Plan	No Limit

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D-1 Software Topics

This section provides a series of topics related to the proposed Software that the State of New Hampshire will consider in a system to collect application and meal count data used for processing reimbursements to eligible program participants and reporting of System financial activity.

Topic 1: Software Architecture

Response Page Limit: 3

The State prefers a Web-based system, with a browser as the principal user interface mechanism. The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.

Provide a description of the technical architecture of the proposed Solution. The following topics, at a minimum, should be addressed:

Is the proposed software based upon an n-tiered, browser-based architecture?

Does any part of the proposed solution require software (other than a browser) need to be installed on the client workstation? If yes, describe software that must be installed and the access authorization level required to install it.

Are there any components of the System that must reside on another platform?

What application servers are used to support the proposed solution?

What add-on or third-party software is required to support the functionality desired by the State?

What programming languages are used for development, configuration and customization of the proposed Solution?

What components of the software, such as middleware, are proprietary?

What is the growth potential of the proposed System?

What is the timeframe for technical obsolescence of the proposed Software? (For the purpose of this question, the version of the proposed Software would be considered obsolete when support is no longer available.)

What type of staffing is typically required to support the proposed product for a client of the size and complexity of the State of New Hampshire? (Discuss both number of staff and skills required.)

Topic 2: Ad Hoc/Federal Reporting

Response Page Limit: 5

The State will evaluate reporting capabilities for robustness, ease of use and impact on processing. It will also evaluate the degree to which standard and federal reports are incorporated into the Software.

- In this Software Solution, the State seeks robust capability to produce ad hoc reports from the production system. Provide an overview of the ad hoc reporting capability

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to be provided in the proposed Solution. If a third-party tool is employed, identify and describe the tool. Discuss capability, sophistication and ease of use, including training required.

Topic 3: Assurance

Response Page Limit: 3

Describe the system assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

What process or methodology is employed within the proposed Software to ensure data integrity?

To what degree does the approach rely on system assurance capabilities of the relational database management system (RDMS)?

If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?

What out-of-the-box system assurance reports are provided for online and offline processing?

Topic 4: System Security

Response Page Limit: 3

The State will evaluate the degree to which System issues can be avoided.

Software systems must be reliable, regardless of how they are delivered. The State's workers and customers expect government services and information to be reliable and available on an ongoing basis to ensure business continuity. Describe the System security design and architectural features incorporated into the proposed Software. At a minimum, discuss the following:

- The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
- The authorization methods used to ensure that users and client applications can only access data and services for which they have been properly authorized.
- 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 and recording of attempted access or modification by unauthorized individuals.

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- 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.
- 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.

Topic 5: Usability

Response Page Limit: 5

Usability refers to “look and feel” of the software. Describe how the application will be designed to ensure business tasks are completed with minimal page clicks/navigation changes for given tasks. The System should be designed so that the process is intuitive to the end user and the completion of a process is evident to the user.

Specific aspects include:

- Appearance (readability) of screens;
- Match of navigation among fields and screens with business operations;
- Number of screens required to complete routine transactions;
- Availability and efficiency of data entry shortcuts;
- Convenience of moving between summary and detailed information; and
- Convenience of integration into existing CNP software.

D-2 Technical Topics:

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

Topic 6: IT Standards

Response Page Limit: 2

The State will evaluate the degree to which IT standards used in the Vendor provided product can be employed for other State systems, or utilize existing State standards. The Vendor must comply with all development standards identified at

<http://www.nh.gov/doit/internet/vendors.php>

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Topic 7: Interface Standards

Response Page Limit: 2

The State will evaluate the ease of interfacing custom software from State agencies and business partners with the proposed Vendor Solution product. Describe the mechanisms and tools included in the proposed Solution to implement these interfaces. Be sure to address the following aspects of this topic:

What types of interfaces are possible with the proposed Solution (e.g., online, batch, etc.)? What data is available to others? What tools are provided for the development of interfaces?

What programming languages and/or query languages are required for development of interfaces?

What scheduling tools are required for initiation of interfaces? Are these tools included with the proposed Software?

Are there any constraints upon the timing of batch interfaces?

Does the System employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.

What standard interface formats are used with the proposed Software? What degree of flexibility is available?

Topic 8 – Backup and Recovery

Response Page Limit: 1

The State seeks a sound backup and recovery provision as part of the Solution. The Vendor can leverage the state's backup process. Describe any special backup and recovery requirements that may be needed in the proposed solution outside of SQL backups provided by the state. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:

Use of and method for logging and journalizing;

Single points of failure and recommended approaches for their elimination;

Approach to redundancy

Topic 9 – Assurance of Business Continuity

Response Page Limit: 3

The State wishes to consider provision for assurance of business continuity as a component of the Solution. Current risk for business continuity involves loss of the State's Data Center. The State will decide whether to exercise this option based, in part, on cost.

Vendors are asked to provide an option for the State to continue operation at a different site in the event that the Data Center is unavailable. Discuss necessary planning for the proposed remote site and transition to the site if the Data Center is incapacitated.

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Topic 10: Archiving

Response Page Limit: 2

The State will evaluate the degree to which the proposed archiving and retrieval scheme balances response time, or offline and online processing with the value of accessing historical data.

The Vendor will be expected to provide and implement an archiving and retrieval scheme that balances response time of offline and online processing with the value of accessing historical data. Describe the scheme (online and off line) that will be implemented and discuss why the balance is optimal. Also, describe the proposed approach for the permanent retention of data selected by the State in an off-line format. Provide a methodology and appropriate tools for the retrieval of the off- line formatted data.

Topic 11: Environment Setup

Response Page Limit: 2

The State will evaluate whether proposed environments are sufficient to satisfy Project needs

- Describe the different software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the implementation of the System, including all necessary training.

Topic 12: Technical Knowledge Transfer

Response Page Limit: 5

The State will evaluate whether the technical knowledge transfer in the Proposal will prepare State staff to accept full responsibility for maintaining the Vendor proposed System at the conclusion of Implementation.

The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address training curriculum, training priorities and prerequisites, specific commercial and custom courses, and one-on-one learning opportunities for each operations, configuration/development and business analyst staff.

Identify whether recommended training will be provided on site. Use specific examples from past system implementations to explain how its approach to technical training and knowledge transfer would allow the State to operate independently when the implementation ends.

D-3: Service Topic Narratives:

This section provides a series of topics related to the proposed Services that the State of New Hampshire will consider in selecting the proposed Solution.

Topic 13: Development and Implementation Approach

Response Page Limit: 10

The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.

- Provide one or more feasible Implementation plans. For each plan provided:

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- Identify timeframes for major milestones, including timing for discontinuing legacy systems;
- Discuss cost implications of the plan, including implications on maintenance fees; and
- Address the level of risk associated with the plan.

To assist the State in evaluation of the Implementation plan or plans discussed, include:

- A listing of modules that constitute the proposed Software;
- Identification of modules that should be considered “core”;
- A general description of functionality contained in each module.
- Conclude by recommending a single Implementation plan, which is used as a basis for the cost Proposal.

Topic 14: Acceptance Testing

Response Page Limit: 6 – Appendix Required

The State will evaluate the quality of support the Vendor will supply to assist State testing staff and the effectiveness of the proposed Defect tracking and resolution. The ability of the State Project leadership to participate in analysis, classification, and establishment of priorities for suspected defects will also be evaluated.

- State staff will conduct Acceptance Testing, but the test plans, data, environment, etc. should be developed by the Vendor. To define the type of support that will be provided, address the following questions:
- How much time should the State plan to complete Acceptance Testing of a component?
- What support will be provided to prepare State staff for conduct of Acceptance Tests?
- What documentation will be available to the testing team?
- How will on-site support for the State testing team be provided?
- Based on experience in similar projects, how many and what types of Defects are likely to be encountered in Acceptance Testing?
- What specific software tools will be used to isolate performance problems?
- What tools will be used to document and track status of suspected Defects?
- Will these tools be available to the State after the Project is completed?
- What role will the State play in classification of suspected Defects?
- Will System performance be measured and documented using the State’s infrastructure and data? If yes, how?

Topic 15: Migration Strategy

Response Page Limit: 3

The State will evaluate the degree to which the Vendor will ensure that data conversion, if necessary, is effective and burdens State staff to the minimum extent possible. Conversion of both electronic and paper records will be required for the Project. Describe your migration plan.

Provide recommendations for assessing data quality and conducting data cleansing prior to conversion, and discuss use of automated tools in conversion.

Also, address procedures for populating the initial production database and data transfer procedures. Distinguish between State and Vendor roles. Discuss approach

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for dealing with incomplete records. References to approaches employed successfully in other projects should be provided where appropriate.

Topic 16: Interfaces

Response Page Limit: 3

The State will evaluate the extent to which the proposed Solution interfaces with identified State systems.

Current required interfaces to State systems are listed in Section A-3 of Appendix A: *Current Interfaces*. Some of these interfaces may no longer be needed when Food and Nutrition System is implemented but others will be required.

Constructing interfaces will require cooperative efforts involving State and Vendor staff. Discuss the proposed approach for developing interfaces. Be sure to distinguish between State and Vendor responsibilities.

Topic 17: User Training Approach

Response Page Limit: 6

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of Implementation, including maximum knowledge transfer to allow the State to conduct its own training in the future.

The NHDOE currently provides limited centralized training in existing systems but understands the importance of training to succeed in implementation. We expect the Vendor to provide a combination of regional or centralized training and train-the-trainer training. Describe the training approach that will be implemented.

Questions to address include, but are not limited to, the following:

- What type of training (instructor led vs. computer based) will be used for each purpose and why?
- What methods will be employed to evaluate training activities?
- How will training be coordinated with other user support activities?
- Will manuals be adequate to enable trained users to research answers to their own questions?
- If the perception is that they are not adequate, can those manuals be quickly revised?
- How will the State be prepared to conduct ongoing training after Implementation is completed?
- Are training manuals on-line and maintained as part of a maintenance agreement?

Topic 18: Acceptance Criteria

Response Page Limit: 6

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The State will evaluate whether proposed acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State maintenance.

Propose measurable criteria for State final acceptance of the system. Discuss how the proposed criteria serve the interest of the State.

D-4: Project Management Topic Narratives:

This subsection provides a series of topics related to management of the Project that the State of New Hampshire will consider in selecting the Vendor. A maximum length of response for each topic is defined.

Topic 19: Status Meetings and Reports

Response Page Limit: 3 – Appendix Required

The State will evaluate the degree to which reporting will serve the needs of State Project leaders.

The State believes that effective reporting through meetings and written reports is essential to Project success. At a minimum, the State expects the following:

Introductory Meeting: Participants will include key Vendor staff and State Project leaders from NHDOE and the Office of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

Kickoff Meeting: Participants will include the Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

Status Meetings: Participants will include Project leaders from the Vendor and the State. These meetings, which will be conducted at least weekly, will address overall Project status and any additional topics needed to remain on schedule and within budget. A status report from the Vendor will serve as the basis for discussion.

The Work Plan must be reviewed at each Status Meeting and updated, at minimum, on a monthly basis.

Special Meetings: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

Exit Meeting: Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

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

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

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- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two week period
- e. Future activities
- f. Issues and concerns requiring resolution
- g. Financial Status to be updated once a month

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

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

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

Topic 20: Risk and Issue Management

Response Page Limit: 3

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

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

Topic 21: Scope Control

Response Page Limit: 2

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only absolutely essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change

Suggest an approach for scope control. Describe how the approach has been employed effectively on another project. Discuss how promptly the Vendor will provide cost estimates for proposed changes to scope.

Topic 22: Preparation of State Staff

Response Page Limit: 3

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The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately

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

Topic 23: Quality Assurance Approach

Response Page Limit: 6

The State has identified three categories of Deliverables:

- Written Deliverables, such as a training plan;
- Software Deliverables, such a configured Software module; and
- Non-Software Deliverables, such as conduct of a training course.

Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration. Discussion should include but not limited to:

- Provision for State input to the general content of a written Deliverable prior to production;
- The standard for Vendor internal Review of a written Deliverable prior to formal submission; and
- Testing of Software Deliverables prior to submission for Acceptance Testing.

Topic 24: Work Plan

Response Page Limit: None

The State will evaluate whether the Vendor's preliminary proposed Project Work Plan includes a description of the schedule, tasks, Deliverables, critical events, task dependencies, and a payment schedule. This narrative should reflect current Project management "best practices" and be consistent with narratives on other topics.

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

Provide a preliminary Work Plan depicting tasks, tasks dependencies, Schedule, milestones, Deliverables, and payment schedule. Define both proposed written and software Deliverables. Include sufficient detail that the State will be able to identify departures from the plan in sufficient time to seek corrective action. In particular, provide information about staffing.

Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discussion the following:

All assumptions upon which the Work Plan is based;

Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;

Assignments of members of the Vendor's team identified by role to specific tasks; and
Critical success factors for the Project.

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

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting Food and Nutrition System Software and accompanying Implementation and follow on support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about: (1) corporate qualifications of each Vendor proposed to participate in the Project, (2) proposed team organization and designation of key staff, (3) individual qualifications of candidates for the role of Project Manager, and (4) individual qualifications of candidates for other key staff roles. This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

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

E-1.1 Vendor and Subcontractors

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

E-1.1.1 Corporate Overview (2 page limit)

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

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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 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:

Asp.net, visual basic, java, SQL
All Child Nutrition regulatory requirements
Demonstrated understanding of Reauthorization responsibilities

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

E-2.1 State Staff Resource Worksheet

Append a completed State Staff Resource Worksheet to coverage of organization. The required format follows.

Table E-2 – 1: Proposed State Staff Resource Hours Worksheet

State Role					
	Initiation	Configuration	Implement	Project Close Out	Total
Project Manager					
Position 1					
Position 2					
Position 3					
Position 4					
Position 5					
State Total					

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.

The State requires that the Project Manager be assigned for the duration of 5 years of the Project and the Project Manager candidate, shall 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;

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The candidate's project experience, including Project type, project role and duration of the assignment;

The candidate's Child Nutrition Programs demonstrated experience;

At least three references, with contact information that can address the candidate's performance on past projects.

E-4 Candidates for Key Vendor Staff Roles

Provide a resume not to exceed three (3) pages for each key Vendor staff position on the Project Team. 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;

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.

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APPENDIX F: PRICING WORKSHEETS

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

F-1 Deliverables Pricing Worksheet

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

Activity, Deliverable or Milestone	Delivery Type	Payment	Delivery Date
Planning			
Work Plan			
Project Status Reports			
Business Process Improvement Plan			
Communications and Change Management Plan			
Requirements Traceability Matrix			
Software Design Document			
Interface Plan and Design/Capability			
Software Change Control Process Document			
Establishment of Requirement Specifications of Various Technical Environments			
Risk and Issue Management Plan			
Deployment Plan			
End User Support Plan			
Detailed Testing Plan and Testing Results			
Conduct and Document Joint Application Development Sessions			
Conduct Information Architecture Review			
Data conversion Plan and Design			
Documentation			
Documentation of Operational Procedures			
Systems Administration Documentation			
User Documentation			
Training			

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Comprehensive Training Plan Materials			
Knowledge Transfer Plan			
Conduct Training			
Deployment			
Configuration Phase			
Software Object and Source Code Development			
Software Configured to Satisfy State Requirements			
Functioning In-bound and Outbound Interfaces			
Fully Tested Data Conversion Software			
Converted Data Loaded into Production Environment			
Tools for backup and recovery of all applications and Data			
Conduct Unit and Testing			
Conduct integration Testing			
Acceptance Testing			
Implementation Cutover to New Software			
Warranty			
120 day Warranty			
Hold Back Payment			
Support			
Service Level Agreements (List)			
Year 1 Application Support and Maintenance			
Year 2 Application Support and Maintenance			
Year 3 Application Support and Maintenance			MM/DD/YY
Year 4 Application Support and Maintenance			
Year 5 Application Support and Maintenance			MM/DD/YY
TOTAL			

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 09/30/2016.

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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	

F-3 Proposed Vendor Staff and Resource Hours Worksheet

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

Table F-3 – 1: Proposed Vendor Staff and Resource Hours Worksheet

<u>Title</u>	<u>Name</u>	<u>Initiation</u>	<u>Configuration</u>	<u>Implementation</u>	<u>Project Close out</u>	<u>Total</u>
<u>Project Manager</u>						
<u>Position #1</u>						
<u>Position #2</u>						
<u>Position #3</u>						
<u>Totals</u>						

F-4 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. “SFY” refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table F-4 – 1: Future Vendor Rates Worksheet

Position Title	SFY 2011	SFY 2012	SFY 2013	SFY 2014	SFY 2015
Project Manager					
Position #1					
Position #2					
Position #3					

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APPENDIX G: GENERAL STANDARDS AND REQUIREMENTS

G-1 IT Required Work Procedures

1. All work done must conform to standards and procedures established by the Department of Information Technology and the Department of Education.
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. Vendor and its employees assigned to this Project must sign a “Computer Access and Use Agreement.”
8. The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.
9. Personnel assigned to the State must be available to work within ten (10) business days of the Contract approval by the Governor and Executive Council.

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G-2 Computer Access and Use Agreement

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

G-2.1 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed Software, Software maintained or operated by any of the State entities, equipment, documentation, information, reports, or data of any kind (hereinafter "Information"), User understands and agrees to the following rules:

That numerous security and privacy regulations, both State and federal apply to client and business information contained in all State of New Hampshire's information. Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

That any person or any use not specifically known by the User as being authorized to access or use Information shall be promptly reported to the appropriate supervisor.

That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use.

That at no time shall User access or attempt to access any information without having the express authority to do so.

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

That all Software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times User must use utmost care to protect and keep such Software strictly confidential in accordance with the license or any other Agreement executed by the State.

That only equipment or Software owned, licensed, or being evaluated by the State, can be used by User. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment.

That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.

That at no time shall User share or use another person's confidential computer password(s) or premises access card.

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That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.

That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.

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

That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.

That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

G-2.2 Email Use

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

1. Any unlawful purpose.
2. Material that may be viewed as insulting. Demeaning, harassing or threatening (including sexual harassment).
3. Distribution of pornographic or obscene material.
4. Profane or abusive language.
5. Distribution of non-business materials including but not limited to jokes, chain letters, cartoons, sound files, amusement or entertainment purposes or executables not specifically business related.
6. Creating or transmitting statements, messages, languages, images, that might constitute hostile or offensive material likely to be disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or political beliefs.
7. Personal business or commercial business.
8. Invasion of the privacy of others.
9. Any use that compromises the integrity of the s, network, other network users, or any interruption or disruption of Services or equipment.
10. Any use that reflects poorly on a State entity or the State of New Hampshire.
11. Any lobbying contact or effort in support of such contacts, or causing others to make contact with members of the legislature or legislative committees including but not limited to: preparation and planning activities, research, and other background work that is intended at the time performed, to influence the approval, modification, or rejection of any legislation by the legislature of the State of New Hampshire or any committee thereof without the explicit consent of the Chief Information Officer (CIO) or its designee.
12. Misrepresentation of the Authorized User’s identity, including using another’s Authorized User ID and password.

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

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

G-2.3 Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of Information in direct support of the business of the State of New Hampshire.

1. Authorized Users are given State provided access to Internet and Intranet resources to assist them in the performance of their jobs.
2. Internet/Intranet Authorized Users are responsible for all material accessed under their user ID.
3. Software for browsing is provided to Authorized Users for State related business use only.
4. The Authorized User understands and agrees that the Internet/Intranet shall not be used for:
 - a. Chat rooms, interactive games, and personal message boards
 - b. Downloading graphics, sound files, video clips or other files for personal use
 - c. Access to or the distribution of pornographic or obscene materials
 - d. Anything that interrupts or disrupts other network Authorized Users, Services or equipment
 - e. Violations of the privacy of other Authorized Users or their data
 - f. Intentional copying of any Software, program(s), or data without a prior, good faith determined that such copying is permissible. (Efforts to obtain permission shall be documented)
 - g. Intentional misrepresentation of yourself electronically as another, unless specifically authorized to do so by that Authorized User
 - h. Intentionally developing programs designed to harass users or to infiltrate a computer or computing and/or damage or alter the Software components of same
 - i. Fund raising or public relations activities not specifically related to State business
 - j. Any purpose not directly related to the mission or intent of the agency

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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 Existence/Good Standing dated after April 1, 2010, from the Office of the Secretary of State of New Hampshire, to be updated after selection with a Certificate of Existence/Good Standing dated after April 1, 2011. 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.

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G-4 State of New Hampshire Terms and Conditions

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

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G-4.1 Effective Date: Completion of Services

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

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

G-4.2 Conditional Nature of Contract

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

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.

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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, 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

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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.

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

<u>LEVEL</u>	<u>VENDOR</u>	<u>THE STATE</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	TBD	State Project Manager (PM)	5 Business Days
First	TBD	State Project Sponsor	10 Business Days
Second	TBD	Agency 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.

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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 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 breeched and pursue any of its remedies at law or in equity, or both.

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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 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

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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 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

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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.

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.

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G-4.9.3 Any disclosure of the State's information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State's information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.

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

G-4.9.5 Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.

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

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

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transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

G-4.12.2 The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, Subcontract or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Vendor that may arise from any event of default of the provisions of the Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

G-4.13 Indemnification

The Vendor shall 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 occurrence; 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

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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 certificate(s) of insurance for all insurance required under the Contract. The Vendor shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) 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, name of the individual responsible for the funding of the contracts and his/her address.

Department of Information Technology funded Project s the Certificate Holder and address should be identified as:

State of New Hampshire
Department of Information Technology
Peter Hastings
49 Donovan Street,
Concord, NH 03301

Other Agency funded Projects should address the Insurance Certificate Holder as:

State of New Hampshire
Department of Education
Virginia M. Barry, Ph.D, Commissioner
101 Pleasant Street,
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 renewal(s) thereof, which shall be attached to the Contract and shall be incorporated therein by reference.

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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 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 at the following addresses.

TO VENDOR:

[Name]
[Address]

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

TO STATE:

State of New Hampshire
Department of Education
101 Pleasant Street
Concord NH 03301
(603) 271-3860

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.

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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.

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 .

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G-5 Confidentiality of Student Level Data

The Vendor must comply with all State and DoIT requirements to ensure confidentiality of sensitive data is maintained. Test data must be altered so that real student names are not used for training or testing. Sensitive data shall not be shared with any other individual or organization without prior State written approval.

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APPENDIX G-6 TESTING AND TUNING REQUIREMENTS

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

G-6.1 Testing

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

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

Unit Testing	Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.
System Integration Testing	a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment. b.) Emphasizes end-to-end business processes, and the flow of information across applications. It includes all key business processes and interfaces' being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents. c.) The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution.
Conversion /Migration Validation Testing	The Conversion/Migration Validation Testing should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy data performs correctly.
Installation Testing	Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.
User Acceptance Testing (UAT)	The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

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	a.) The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff. b.) The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities c.) UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan. d.) Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Section 6.11.1: <i>Warranty Period</i>.
Performance Tuning and Stress Testing	The Vendor shall develop and document hardware and software configuration and tuning of the Child Nutrition Program (CNP) Suite infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the Software throughout the Project. Performance Tuning and Stress Testing Scope The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved. The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or System performance increases as changes are made. Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications. Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results. Vendor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

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	<u>Test types</u> Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests <u>Baseline Tests</u> Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline which is used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated. <u>Load Tests</u> Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on work load distribution. System response time and utilization is measured and recorded. <u>Tuning</u> Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment. For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing effort. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance. <u>Implementing Performance and Stress Test</u> Performance and Stress test Tools used by the State of New Hampshire are Tivoli ITM and ITCAM and CA Spectrum. Vendor is open to use any open source product with the approval of State Team. Consideration must be give to licensing with respect to continued use for regression testing if tools, other than those which we are licensed for, are being recommended for this part of the Project. <u>Scheduling Performance and Stress Testing</u> Vendor shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely
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	represent what loads in production will look like. Vendor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team. Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the System performing in production. Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The System must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when System and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment. Post test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact. If Defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue. When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input. During stress/load testing the tester will attempt to stress or load an aspect of the System to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans. During Performance testing the tester will design test case scenarios to determine if the System meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the System under a known set of conditions.
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Regression Testing	As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failure in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements. - a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan. - b.) 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 five (5) business days to make corrections to the problem unless specifically extended in writing by the State. - c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Vendor based on the understanding of the change being made to the program. The Test Plan has two objectives: 1. validate that the change/update has been properly incorporated into the Software; and 2. validate that there has been no unintended change to the other portions of the Software. - d.) The Vendor will be expected to: 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly; 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and 3. Manage the entire cyclic process. - e.) The Vendor will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting. In designing and conducting such regression testing, the Vendor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Vendor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations. In their Proposals, Vendors must acknowledge their responsibilities for regression testing as described in this section.
Security Review and Testing	IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation. All components of the Software shall be reviewed and tested to ensure they protect the

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	State's hardware and software and its related Data assets. <table border="1" data-bbox="479 336 1443 1125"> <thead> <tr> <th data-bbox="479 336 792 373">Service Component</th><th data-bbox="792 336 1443 373">Defines the set of capabilities that:</th></tr> </thead> <tbody> <tr> <td data-bbox="479 373 792 474">Identification and Authentication</td><td data-bbox="792 373 1443 474">Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users</td></tr> <tr> <td data-bbox="479 474 792 541">Access Control</td><td data-bbox="792 474 1443 541">Supports the management of permissions for logging onto a computer or network</td></tr> <tr> <td data-bbox="479 541 792 579">Encryption</td><td data-bbox="792 541 1443 579">Supports the encoding of data for security purposes</td></tr> <tr> <td data-bbox="479 579 792 646">Intrusion Detection</td><td data-bbox="792 579 1443 646">Supports the detection of illegal entrance into a computer system</td></tr> <tr> <td data-bbox="479 646 792 714">Verification</td><td data-bbox="792 646 1443 714">Supports the confirmation of authority to enter a computer system, application or network</td></tr> <tr> <td data-bbox="479 714 792 751">Digital Signature</td><td data-bbox="792 714 1443 751">Guarantees the unaltered state of a file</td></tr> <tr> <td data-bbox="479 751 792 852">User Management</td><td data-bbox="792 751 1443 852">Supports the administration of computer, application and network accounts within an organization.</td></tr> <tr> <td data-bbox="479 852 792 919">Role/Privilege Management</td><td data-bbox="792 852 1443 919">Supports the granting of abilities to users or groups of users of a computer, application or network</td></tr> <tr> <td data-bbox="479 919 792 987">Audit Trail Capture and Analysis</td><td data-bbox="792 919 1443 987">Supports the identification and monitoring of activities within an application or system</td></tr> <tr> <td data-bbox="479 987 792 1125">Input Validation</td><td data-bbox="792 987 1443 1125">Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.</td></tr> </tbody> </table> In their Proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (Pen Test) or code analysis and review. Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance. All Software and hardware shall be free of malicious code (malware).	Service Component	Defines the set of capabilities that:	Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	Access Control	Supports the management of permissions for logging onto a computer or network	Encryption	Supports the encoding of data for security purposes	Intrusion Detection	Supports the detection of illegal entrance into a computer system	Verification	Supports the confirmation of authority to enter a computer system, application or network	Digital Signature	Guarantees the unaltered state of a file	User Management	Supports the administration of computer, application and network accounts within an organization.	Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network	Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system	Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
Service Component	Defines the set of capabilities that:																						
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users																						
Access Control	Supports the management of permissions for logging onto a computer or network																						
Encryption	Supports the encoding of data for security purposes																						
Intrusion Detection	Supports the detection of illegal entrance into a computer system																						
Verification	Supports the confirmation of authority to enter a computer system, application or network																						
Digital Signature	Guarantees the unaltered state of a file																						
User Management	Supports the administration of computer, application and network accounts within an organization.																						
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network																						
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system																						
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.																						

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G-7 Sample Certificate of Vote

CERTIFICATE
(Corporation without Seal)

I, _____, Clerk/Secretary of the
_____, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the _____, a
_____ corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the _____ day of _____, **201X**, which meeting was duly held in accordance with _____ (State of incorporation) law and the by-laws of the Corporation:

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

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

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

_____ President

_____ Vice President
_____ Treasurer

- (7) and, the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this
_____ day of _____, **201X**.

Clerk/Secretary
STATE OF _____
COUNTY OF _____

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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.
Advance Payments	Financial assistance made available to a sponsor for its operating costs and/or administrative costs prior to the end of the month in which such costs will be incurred.
ASP	USDA Child Nutrition Program/Afterschool Snack Program
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.
At Risk Afterschool Care Center	Non-Residential Child Care Center that provides child care to children after school through an approved afterschool care program located in an eligible area.
Best and Final Offer (BAFO)	For negotiated procurements, a vendor's final offer following the conclusion of discussions. www.sba.gov/gcbd/glossary.htm In negotiations, one or other of the parties declares that this is as far as they can go and it is up to the other to accept, or reject and "walk away" www.Projectauditors.com/Dictionary/B.html
BNPS	Bureau of Nutrition Programs and Services
CACFP	USDA Child Nutrition Program/Child and Adult Care Food Program
CCP	Change Control Procedures
CR	Change Request
SYSTEM	Commercial Off-The-Shelf Software applications
CM	Configuration Management
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.
CIL	Cash In Lieu of Commodities
Confidential	Information required to be kept Confidential from unauthorized

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Information	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.
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/Defect	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	The Department of Information Technology established under

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Technology (DoIT)	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.
DOE	Department of Education
Effective Date	The date on which an agreement, such as a contract, takes effect.
Eligible Area	1. For the purpose of determining the eligibility of at-risk afterschool care centers, the attendance area of an elementary, middle or high school in which at least 50% of the enrolled children are certified eligible for free or reduced-price school meals; or 2. For the purpose of determining the tiering status of day care homes, the area served by an elementary school in which at least 50% of the total number of children are certified eligible to receive free or reduced-price meals, or the area based on census data in which at least 50% of the children residing in the area are members of households that meet the income standards for free or reduced-price meals.
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
FDC or FDCH	Family Day Care Homes
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.
FFVP	USDA Child Nutrition Program/Fresh Fruit and Vegetable Program
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 s, 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.
Manual Adjustment	Financial Adjustment made by State Agency employee.
NBP	USDA Child Nutrition Program/National Breakfast Program
NSLP	USDA Child Nutrition Program/National School Lunch Program
Non Exclusive Contract	A Contract executed by the State that does not restrict any State

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	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 4:30 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, 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.
RA	Reporting Authority
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.
SA	State Agency
SAU	School Administrative Unit
Schedule	The dates described in the Work Plan for deadlines for performance

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	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.
SFA	School Food Authority
SFSP	USDA Child Nutrition Program /Summer Food Service Program
SMP	USDA Child Nutrition Program/Special Milk Program
SNAP	USDA Supplemental Nutrition Assistance Program, formerly known as Food Stamps
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. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Education 101 Pleasant Street Concord NH 03301 Reference to the term “State” shall include applicable Agencies.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and Vendor. The SOW defines the results that Vendor remains responsible and accountable for achieving.
State’s Confidential Records	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year	The New Hampshire State Fiscal Year extends from July 1 st through

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	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.
UAT	User Acceptance Testing
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.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. Each revision to the Work Plan accepted by the State shall be incorporated herein by reference upon its Acceptance by the State.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by Vendor either in paper or electronic format.