

State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, New Hampshire 03301-6398

FORM #P-31-A 1/01

Date: March 17, 2006

Bid No.: 538

Date of Bid Opening: 4/21/06

Time of Bid Opening: 11:00 AM

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: ROBERT LAWSON

TEL. NO: 603 271-3147

BID INVITATION FOR: SOFTWARE AND PROFESSIONAL SVS. FOR A STATEWIDE INTELLIGENCE AND INFORMATION MANAGEMENT SYSTEM

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid Invitation and any resulting Purchase Order or Contract.

GENERAL CONDITIONS FOR BIDDING:

NATURE OF, AND ELIGIBILITY TO BID. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bid invitations may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS. Bidders must bid on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Bidders shall be notified in writing if any changes to the bid specifications are made.

AWARD. The award will be made to the responsible bidder submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid invitation. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any bidder who has reason to believe that any other bidder will violate a patent should such responding bidder be awarded the contract shall set forth in writing, prior to the date and time of bid opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The bidder hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: Bidder hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: Bidder agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The bidder may be required to supply proof of compliance with bid specifications. When requested, the Bidder must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the responding bidder.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the bidder unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the bidder.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

Company

Name: _____

Address: _____

Tel. #:(local) _____ **(Toll free)** _____

Fax#: _____

Authorized

Signature: _____

(TYPE OR PRINT NAME)

This document must be signed by a person who is authorized to legally obligate the bidder. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the bidder and that any and all other terms and conditions submitted by the bidder are null and void, even if such terms and conditions have terminology to the contrary. Bidder shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement 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; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. 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 the termination of this agreement.

12.1 PATENT PROTECTION. The vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. NOTICE. Any notice by a party hereto 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 addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement 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.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Subject: SOFTWARE AND PROFESSIONAL SERVICES FOR A STATEWIDE INTELLIGENCE AND INFORMATION MANAGEMENT SYSTEM

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.		1.2 State Agency Address	
1.1 State Agency Name			
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No.	1.6 Completion Date	1.7 Audit Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____			
On _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)			
By: _____		Director, On: _____	
1.17 Approval by Attorney General (Form, Substance and Execution)			
By: _____		Assistant Attorney General, On: _____	
1.18 Approval by the Governor and Council			
By: _____		On: _____	
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES.			
3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date").			
3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder 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 this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor 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 (41C.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 Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor 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.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor 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 the Contractor. 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 the termination of this Agreement.

14. INSURANCE AND BOND.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of any 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 default on the part of the Contractor.

16. **NOTICE.** Any notice by a party hereto 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 addresses given in blocks 1.2 and 1.4, above.

17. **AMENDMENT.** This agreement 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 Council of the State of New Hampshire.

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement 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.

19. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Exhibit C to P-37

Section 8.2.5 as follows has been added to the State of New Hampshire Terms and Conditions (P37):

The Contractor's and the State's monetary liability to one another shall not exceed two times the total contract price, and shall not include consequential damages. This limitation shall not apply to Contractor's indemnification obligations under Paragraph 13 of the General Provisions (Form P-37) or the following:

- (a) death or bodily injury and physical damage to real or intangible personal property;
- (b) misappropriation or infringement of any intellectual property including but not limited to any patent or copyright or any unauthorized use of any trade secret;
- (c) losses accruing to any and all contractors, subcontractors, materials, men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies to Contractor in connection with the performance of this Agreement;
- (d) personal injury;
- (e) disclosure of confidential information; or
- (f) failure to meet applicable statutes, regulations, codes or guidelines.

This provision shall not be subject to any modification; however, the State may modify the cap on liability presently set at two times the contract price for a particular project and any such modifications shall appear in the Request for Proposal.

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 the termination of this Agreement.

BUREAU OF PURCHASE AND PROPERTY **INSTRUCTIONS**

NOTE: VENDORS, Read And Follow These Instructions Carefully. Many Bid Responses Are Submitted Incorrectly Due To Vendor Failure To Read And Follow These Instructions. Should You Have Any Questions, Refer To The Instructions Regarding The Submission of Inquiries.

PURPOSE:

The purpose of this bid invitation is to establish a contract in the form of a purchase order for supplying the NH Dept. of Safety with Software and Professional Services for a Statewide Intelligence and Information Management System in accordance with the requirements of this bid invitation and any resulting order. Said System to be delivered to the location indicated in this bid document.

SPECIFICATION COMPLIANCE:

Bidder's offer must meet the required specifications as written.

DELIVERY:

All prices must be FOB destination as defined by the delivery location:

NH Dept. of Safety
Warehouse/Lt. Cargill
41 Hazen Dr.
Concord, NH 03301

CONTRACT AWARD:

This contract shall be awarded in total. The award of the contract shall be based upon the total net low bid for the software system, implementation and training as indicated in the "Offer" section of this bid.

RFB INQUIRIES

This RFB is issued for the State of New Hampshire by the Bureau of Purchase and Property, the sole point of contact for the State of New Hampshire during the selection process.

Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this RFB. Submissions must clearly identify the RFB Number, the Vendor's name and address and the name of the person submitting the question.

Please take the time to read the RFB carefully before submitting inquiries and make your inquiries as clear as possible. Reference the section of the RFB in question.

All inquiries or proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five business days prior to the bid opening

Questions must be submitted by E-mail to Bob Lawson at the following address:
bob.lawson@nh.gov

ADDENDUM:

In the event it becomes necessary to add to or revise any part of this RFB prior to the scheduled submittal date, the **NH Bureau of Purchase and Property** will post on our web site any Addenda. Before your submission, always check the site for any addenda or other materials that may have been issued, that would affect the RFB. The web site address is
www.admin.state.nh.us/purchasing/bids.asp.

TERMS OF SUBMISSION - RETURN OF COMPLETE ORIGINAL RFB

Vendors must submit a complete response to this RFB. Conformance and responsiveness to the RFB instructions and requirements, completeness, and clarity of content is mandatory.

Your “**Original**” submission must include a complete printout of all issued Addenda (if applicable) and the entire RFB.

Form P-37 must be completed and submitted prior to G&C approval.

SUBMISSION OF BID RESPONSE

Your RFB response **MUST** conform to the following criteria to be considered for award.

- All responses must be delivered in sealed packages, and permanently marked showing the following information on the outside of the package:

Vendor's Name and Address
RFB Number
BID Due Date

"SEALED BID"

"STATEWIDE INTELLIGENCE AND INFORMATION MANAGEMENT SYSTEM"

- The **"ORIGINAL"** RFB submission must be **clearly and permanently** marked **"ORIGINAL"** on the cover.
- Your **"ORIGINAL"** submission **must include in the following order:**
 - Copy of Addenda (if any issued) in numerical sequence, completed and signed.
 - The entire Original RFB with completed and signed P-31-A.
 - Vendor's Response to RFB (**ATTACHMENT 1, Price Response Sheets**).
- Vendors must also submit **2** identical **"COPIES"** of the response which must be **clearly and permanently** marked **"COPY"** on the front.
- The response package must be delivered to the following address, any package delivered to any other location of the State, will not be honored as received.

**Bureau of Purchase and Property
C/o Robert Lawson
State House Annex, Room 102
25 Capitol Street
Concord, NH 03301
(603) 271-3147**

All responses must be received in the Bureau of Purchase and Property on or before the Vendor Bid Due Date stated on the first page of this Bid. Vendors mailing their responses must allow for sufficient time for delivery by the deadline. Bids received later than the specified date and time, in the Bureau of Purchase and Property, will not be considered.

For Vendors wishing to attend the RFB Opening: Only the names of the Vendors submitting responses will be made public. Bid information will be published on the Purchase and Property web site if and when an award is made.

VENDOR CERTIFICATIONS:

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Bidders must have a completed Vendor Application and W-9 Form must be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): www.admin.state.nh.us/purchasing/bids.asp Do not submit these documents as part of your bid submission

NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: <http://www.nh.gov/sos/corporate>

SUBCONTRACTORS

The vendor shall be solely responsible for meeting all requirements and terms and conditions specified in this RFB, its response, and any resulting contract. The vendor must describe in its bid any intended use of subcontractors or 3rd parties. The State must approve any use of subcontractors.

CANCELLATION OF RFB:

The State reserves the right to cancel this solicitation at any time prior to contract award, in which case all responses will be rejected.

INSTALLATION REQUIREMENTS:

Successful bidder shall be required to supply software and Professional Services to implement a Statewide Intelligence Management System and to provide training to State personnel to operate this system as indicated in the specifications of this bid.

MAINTENANCE AND SUPPORT REQUIREMENTS:

The bidder shall be required to maintain and support this software for a period of one year from the date of installation and acceptance by Dept. of Safety. Maintenance and Support shall cover all updates, fixes, patches etc that may be needed or become available to upgrade this product.

For the period of one year the vendor shall also provide support on all systems installed. Support shall consist of toll free telephone and or e-mail support 8 hours a day, Monday through Friday with a minimum of a two-hour response time. Should phone or e-mail support not resolve any issue within 8 business hours the vendor shall provide on-site service by a certified service technician.

BID PRICES:

Bid prices shall include Software and all Professional Service to successfully install this system the training of State personnel and one-year maintenance and support coverage.

BID RESULTS:

Bid results may also be viewed on our web site at: <http://www.admin.state.nh.us/purchasing>

ADDITIONAL INFORMATION:

The State reserves the right to make a written request for additional information in writing from a Vendor to assist in understanding or clarifying a Bid.

ADDITIONAL BID REQUIREMENTS

INSTALLATION: Installation shall be completed no later than May 19, 2006.

TRAINING: The successful bidder shall provide Training for the use of this system. This Training must take place at a mutually agreed upon time between the vendor and the State. Vendor shall coordinate the training schedule with Lt. Dave Cargill. (See Specifications for further information on Training).

NOTE: BID MUST BE SIGNED ON FRONT COVER SHEET TO BE CONSIDERED.

SPECIFICATIONS

The specifications indicated in this bid invitation will be considered the minimum requirements. Bidder's offer must meet or exceed these minimum requirements.

Software and User Licensing

The vendor's pricing should cover the software and professional services required to deliver a statewide multi-jurisdictional intelligence and information management system to the state of New Hampshire.

The system is expected to support an unlimited number of user login accounts within the state, up to 15 concurrent intelligence information managers, approximately five analysts, and 15 additional concurrent users statewide via a secure web browser interface.

Critical Requirements

1. Data Collection

Customizable User Friendly Interface

- System can be configured by client administrators with zero downtime to the live system.
- User interface designed to match internal business rules and the specific roles and responsibilities of users.

Customizable 'Tips and Leads' Modules

- Critical information can be input from any source directly into the intelligence system.
- User defined modules to support information sharing initiatives.
- Tips and Leads modules are rapidly configurable to support and respond to major incidents.
- Tips/leads can be prioritized, visually tracked, tasked to specific users/agencies and linked to disseminated actions and intelligence.
- Terrorism Tips and leads can be prioritized and tasked to specific users/agencies and tracked through the investigation process.

Request for Information Module

- Capture and tracking of information requests from external agencies and recording of what was supplied to the recipient.

Remote and Web Access

- Input and search intelligence information via PDA, Mobile Data Terminals (MDT/MDU), Web technology.
- Simple implementation of Remote Access to intelligence databases.
- Web server interface for access to intelligence via secure web browser.

Capture of Electronic Documents

- Automated input of electronic files including Microsoft Office™, Email, Adobe™ Acrobat, HTML, Audio and Video.
- Integrated Office™ toolbar that allows users to work with files and archive directly into the intelligence repository.
- Automated and ad hoc capture of website information.
- Integrated web browser toolbar to enable manual capture of website information.

Automated Population of Intelligence Databases from Other Sources

- Batch and transactional XML input from internal and external data sources direct to proposed intelligence system.
- Information sharing technologies that support Global Justice XML Data Model (GJXDM v3.0.2).

Single Point Access to Multiple Datasources

- Real time connectivity to external agency systems via OLE-DB/ODBC.
- Consolidation of all internal data sources to create intelligence repository.
- Ability to query external data sources (NCIC, RISSNet, etc.)

Confidential Source Management

- Secure management of sensitive and confidential sources.

2. Supporting Intelligence Process

Intelligence Grading

- Point of entry evaluation of intelligence performed by the submitting officer.
- Evaluation prompts source reliability evaluation, intelligence evaluation and handling evaluation.
- User defined business rules for the management and retention of intelligence.

Automated Review/Purging

- User configurable workflow that will allocate and automate review periods conforming to intelligence practices including 28 CFR 23.
- Automated identification, location and prompting to review and purge intelligence in accordance with business rules and 28 CFR 23.

Tiered Supervisory Process

- Option to initiate a single or multi-tier intelligence review process after submission.
- Automated notification of submitted reports to approving authority, as well as notification to next review participant according to defined business rules.
- User can define the recipients of automated acknowledgements of high priority intelligence.
- Supervisory and security features to support multi-jurisdictional operations.

Security

- Every user is assigned a unique log-in and password.
- Multiple level security model based upon functional and security group membership.
- Compartmentalized data options to support multi-jurisdictional operations.
- Sensitive, secure and unrestricted data security.
- Access privileges that control every operation on the system – incl. but not limited to read, write, update, delete, print, export, secure and link.

Auditing

- Comprehensive audit trail that records all user and administrative activity performed on the system.
- Audit trail is immediately available for search/review/analysis by appropriate staff without IT support.
- Automated analysis of audit records and data transactions can notify key staff of usage information and statistics.

3. Intelligence Development

Advanced Searching

- Real time free text search of structured and unstructured data.
- Query expansion features to include Wild card, Garbled, Sound-alike.
- Single point access to all intelligence data sources.
- Visual query expansion features.
- Structured query capability to support the searching of linked information.
- Capability to use macros and execute searches of intelligence databases via Microsoft Office™

Automated Searching

- Users can create 'query profiles' to be run at specified intervals with email notification alerting users to new information of interest.
- Automated bulk searches of target datasets against intelligence databases e.g. New Reports, Watch lists, OFAC Lists, Pawn Records, CSV files, Tips & Leads.
- Continuous real-time data monitoring and analysis utilizing multiple disparate data sources.
- Automated searching of entire intelligence repository to identify persons of interest.
- Covert or Open email notification system to improve targeting of groups and individuals by providing deconfliction of work between agencies and units.

Federated Searching

- Single point searching of internal and external database systems (e.g. RMS, CCHR).
- Capability to provide advanced search and analysis tools against external data sources.
- Software must provide a combination of physical and virtual warehouse for accumulated information.

Link Management

- All entities within the system must be linked to a substantiating intelligence report.
- Visualization of substantiated intelligence links through automatically generated link charts from structured and unstructured data.
- Links include description of type of links.
- User can specify direction of links and indication of strength.

Case Management

- Secure workflow and case management features for multi-agency and task force operations.
- Users can electronically assign tasks to other users, notify assignee and monitor completion of those tasks.

Visualization Tools

- Functionality to graphically present a series of analytical steps to be stored and re-run or shared with other analysts.
- Visualization of developed intelligence records.
- i2 Analyst Notebook™ integration option.

GIS Mapping Interface [Optional]

- Ability to add a GIS map to an entity record.
- Allow users to select a location through GIS that is associated with an intelligence record.
- Visualize the location of one or multiple records on a map.
- Map search - allow users to select a region on a map and return all records associated with the region.
- Plot search results on a map.

Entity Discovery

- Automated link discovery between entities in diverse databases.
- Cross referencing of documents and entire cases to recognize common people, vehicles, places and patterns.

Multi-language support and ethnic name recognition

- Optional integrated technology for advanced name recognition.

4. Information Sharing and Disseminations

Information Sharing

- Enabled data exchange via Global Justice XML Data Model (GJXDM).
- Secure infrastructure for compatibility with existing systems via industry standard technologies; PERL, SOAP, Web Services, C++ API.

Request For Information (RFI) Responses

- Real-time search of all intelligence databases and notification of results via PDA, Mobile Data Terminals (MDT/MDU), Web technology.
- Recording of RFI responses (disseminated to/authority etc.).
- Authorized and controlled dissemination of intelligence information.

Officer Safety Alerts

- Supports either pointer index or covert notification methods.
- Linked to switcher to allow immediate tactical intelligence alerts to officers in the field.

Threat Notifications and Alerts

- Automated messaging to relevant authorities.
- Acknowledgements returned to sender that recipient has received and accepted the alert.
- Notification history to provide a permanent record of the event.
- Visualization tools to track status of threats and alerts.

5. Managing Agency Resources

Strategic Assessments

- Customizable templates that allow intelligence information to be used in the production of threat assessments and strategic plans.

Intelligence Bulletins

- Customer defined HTML, Microsoft™ Word, Excel, XML templates for disseminating intelligence bulletins.
- Automated transfer of intelligence bulletins to appropriate law enforcement entities.

Management Reports

- Customer defined HTML, Microsoft™ Word, Excel, XML templates for disseminating intelligence bulletins.
- Analysis and reporting of raw statistical system information, without compromising secure data.
- Usage statistics displayed in reports to assist in training and monitoring system performance.
- Data mapping interface for geo spatial analysis to pinpoint trends.

6. System Administration

User Administration

- User administrators can distribute user management responsibilities to specific users, units, department or jurisdictions.
- Data security is based against user group and individual settings.
- User-friendly interface to allow non-technical staff to add, change, edit, remove and reallocate users.

System Administration

- Capability to allow full or incremental backups of data without having to bring the system down.
- Data integrity facilities to ensure system configuration and data remain in optimal condition.

Load Management

- Administrators can set maximum searchable servers for each user.
- Configurable limits on the size of files that users can upload/download.
- Use of data caching for meta data files to ensure optimal system performance.
- Audit records are distributed between multiple remote servers to reduce WAN traffic.

Resilience

- 24/7, 365 System Availability.
- All database transactions must be recorded.
- Ability to recover previous versions of any record.
- All transactions can be mirrored to a redundant server.
- Failover recovery can be performed in less than 15 minutes.

System Upgrades

- Software upgrades are performed automatically.

Warranty

The vendor will warrant from the date of delivery of the software any media provided by the vendor, to be free from defects in material and workmanship. If any defects are found in the media the vendor shall replace the media, which is defective in material and workmanship.

Training

1. System Administrator, Manager, and User Training

The vendor will provide pricing for full training for the intelligence system to operational users, managers, and system administrators. These courses are to be delivered on site in New Hampshire, or at a negotiated vendor location. Class size will be approximately 8 to 10 students

The vendor will provide pricing on any courses that will enable the State of New Hampshire to appoint trainers that will then be responsible for cascading training throughout the organization (Training the Trainer). These training sessions will include any softcopy and hardcopy documentation, software training tools, and other training aids applicable, included in the quotation.

Training on the vendor's proposed system will:

- Provide a 4-day training course for users with the knowledge to fully utilize the intelligence system in day-to-day operational purposes including entering data, searching, linking, and visualizing data.
- Provide a 1-day training course for users with the knowledge on basic use of the intelligence system to include the ability to input reports, search and secure records.

- Provide a 4-day training course to give intelligence analyst the ability to work with data source browsers, search disparate data sources, construct complex queries and use visualization and analysis tools.
- Provide a 2-day training course for users with the ability to add multiple file types and folders, apply security locks and conduct searches.
- Provide a 1-day training course for System Administrators and those intending to install/support the intelligence system familiarity to properly complete installation/support.
- Provide a 3-day training course for System Administrators providing the knowledge needed to configure, manage, problem solve, and backup the intelligence system.

ATTACHMENT 1

PRICE RESPONSE SHEETS

Pricing **MUST** be entered on the following Price Response sheets. Vendors **MUST** provide pricing for **ALL** items specified to be considered for award. Vendors may **NOT** submit pricing in any format other than the table provided. Do not asterisk items or make other notations. If you have question resolve them through the Inquiries process stated earlier in this document. Bid prices must be FOB Destination.

TABLE 1

Successful bidder hereby offers to sell the required items to the State of New Hampshire at the following price(s):

<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
Statewide Intelligence and Information Management System – Software, Application Software Licenses and Server Access Licenses	
Professional Services	
Training	
Maintenance and Support	
TOTAL TABLE 1	