



State of New Hampshire

Department of Employment Security

**NH Unemployment Insurance System Modifications
and Maintenance and Support**

RFP 2011-070

RFP ISSUED.....March 21, 2011

VENDOR CONFERENCE.....March 28, 2011, 10:00 EST
AT: 32 South Main Street, Conference Room 2, Concord, New Hampshire

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CONTRACT TYPE.....FIRM FIXED PRICE

PROPOSALS DUE.....April 29, 2011 2:30 PM

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

**STATE OF NEW HAMPSHIRE
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TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the Solution
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
CCF	Continued Claim Filed
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The Vendor's written declaration with 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.
Change Control	Formal process for initiating changes to the proposed solution or processes once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible

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	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 parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the Solution, not conforming to its Specifications. Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service. Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file

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Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the encoding of data for security purposes
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
Event of Default	Any one or more of the following acts or omissions of a 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
FAC	Federal Additional Compensation
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
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
HCTC	Health Care Tax Credit
ITSC	Information Technology Support Center
IVR	Interactive Voice Response, IVR allows customers to interact with a company’s database via a telephone keypad or by speech recognition, after which they can service their own inquiries by following the IVR dialogue. In the States case we utilize Cisco Unified IP IVR and telephony system.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System 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 systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and cannibalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to

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	work on the Project.
Licensee	The State of New Hampshire
NASWA	National Association of State Workforce Agencies
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours- NHUIS Call Center	Normal Business Hours for the NHUIS Call Center: Monday-Thursday 8:00 am- 7:00 pm; Friday 8:00 am- 4:30 pm; and Sunday 8:00 am-4:30 pm 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 Vendor to begin work on the Contract on a given date and time
OJT	On the Job Training
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; 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
PAW	Potentially Affected Worker
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work 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 the Vendor to ensure a successful project.
Project Managers	The persons identified who shall function as the State's and the 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)
Project Staff	State personnel assigned to work with the Vendor on the project
Proposal	The submission from a Vendor in response to the Request for a proposal or statement of work.
Proposed Software Solution	This term, used throughout this RFP, refers to the modifications to the current NHUIS system identified in Section 1.3 (a)
RTAA	Readjustment Trade Allowance Act
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.

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Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	COTS Software and Enhancements
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 Employment Security 32 South Main 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 the Vendor. The SOW defines the results that the 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 <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June

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	30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
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.
TA	Trade Act
TBD	To Be Determined
Technical Authorization	Direction to a 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.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through December 12, 2012
TAA	Trade Adjustment Act
TRA	Trade Readjustment Act
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
UIPL	Unemployment Insurance Program Letter
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/Contractor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.

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Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
WASP Unit	Wages and Special Projects Unit
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of <i>at least</i> thirty (30) minutes be taken after five (5) consecutive hours of work.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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1. INTRODUCTION

The State of New Hampshire, acting through the Department of Employment Security, is releasing this Request for Proposal (RFP) to procure Vendor services for enhancements to, and maintenance and support for, the New Hampshire Unemployment Insurance System (NHUIS).

NHUIS, developed by Deloitte Consulting, LLP, was implemented on August 17, 2009. Currently, Deloitte Consulting Staff, along with State Department of Information Technology Staff (DOIT), is responsible for continued system maintenance, defect clearance, and minor enhancements requested for the current system to improve business process flow.

The current RFP defines major modifications for six (6) Supplemental Budget Requests (SBRs) plus nine sections of the Trade Act module that have been funded and must be completed and implemented by the Vendor by September 30, 2012.

A transition plan will be required demonstrating a smooth and orderly transition of functions between the outgoing vendor and the new vendor, in the event a new vendor is chosen, for continued system maintenance, defect clearance, and minor enhancements requested for the current system with minimal disruption to the operation. More details of this plan will be outlined in Appendix C: *Requirements and Deliverables* in section C-1.

1.1 Contract Award

The State plans to execute a Firm Fixed Price (FFP) Contract as a result of this RFP. The award will be based upon criteria, standards, and weighting identified in this RFP.

1.1.1 Non-Exclusive Contract

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.

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

1.2 Contract Term

Time is of the essence in the performance of a Vendor's obligations under the Contract.

The Vendor shall be fully prepared to commence work by June 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 of the State of New Hampshire approval ("Effective Date").

The Vendor's initial term will begin on the Effective Date and extend through December 31, 2012. The term may be extended up to five (5) years ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond December 31, 2017.

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The Vendor shall commence work upon issuance of a Notice to Proceed by the State.

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 and a Notice to Proceed, 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.

1.3 Overview of General Requirements

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

- a. Modification of the NHUIS to provide functionality as described in Appendix C: *Requirements and Deliverables* for the following:
 1. A Treasury Offset Program (TOP) to expand ability to recover monies for overpayments;
 2. Implementation of a Benefit Payment Control Case Management Program;
 3. Implement a State Information Data Exchange System (SIDES) for separation information from employers and Third Party Administrators; and a State Employer Website (SEW) for employers and Third Party Administrators without automated connection for file exchanges to use a standardized format for requesting separation information; and
 4. Implement Appeals and Adjudication enhancements including:
 - a. Appeals Unit Business Process Review of business and system processes and implementation of changes;
 - b. Implementation of an Adjudication Smart Scheduler; and
 - c. Implementation of an automated Appeal reminder communications system
 5. Trade Module changes to reduce manual processes, expand functionality and increase efficiency and effectiveness. Numerous items relate to the Trade Readjustment Act (TRA), Additional Trade Readjustment Act (ATRA), Readjustment Trade Allowance Act (RTAA) and Trade Adjustment Act (TAA). Changes include but are not limited to screens and functions relative to HCTC (Health Care Tax Credit), mileage payments, subsistence payments, tuition payments, out-of-pocket expenses related to training, training contracts, multiple state TRA, PAW (Potentially Affected Worker) lists, claims for TRA, RTAA or TAA, backdating claims, editing information, wage subsidy calculation and petition entry.

NOTE: All modifications identified above are the core of the proposed software solution referred to throughout the remainder of the document. These modifications to the NHUIS system must be completed and implemented by September 30, 2012.

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b. Provide Total System Maintenance and Support until December 31, 2012

This includes addressing any outstanding defects in the current System, current support items awaiting implementation, previously identified Enhancements for the current System, and future enhancements identified during the term of the Contract, as well as support for the new software solutions. The Vendor staff will be augmented by the State DoIT staff that is currently working on the system.

1.4 Subcontractors

The Vendor shall identify all Subcontractors to be provided to deliver required Services subject to the terms and conditions of this RFP, including but not limited to, in Section 6: *General Contract Requirements* herein and Appendix H: *State of New Hampshire Terms and Conditions –P37* of this RFP. Subcontractors must have good communication skills and be approved by the Agency prior to the awarding of the Contract. The proposal must identify all Subcontractors and outline the contractual relationship between the respondent and each Subcontractor. In addition, for each portion of the proposed products and services to be provided by the Subcontractor, the technical proposal must include the identification of the functions to be provided by the Subcontractor and the Subcontractor's related qualifications and experience.

NOTE: Contracted Vendor staff and/or Subcontractors required to complete this solution are required to be on-site at the Employment Security facility at 10 West Street, Concord, N.H. 03301.

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.

2. SCHEDULE OF EVENTS

The following table provides the Schedule of Events for this RFP through Governor and Council approval and Notice to Proceed.

EVENT	DATE	TIME
RFP released to Vendors (on or about)	March 21, 2011	
Vendor Inquiry Period begins (on or about)	March 21, 2011	
Notification to the State of the number of representatives attending the Vendor Conference	March 24, 2011	
<i>Mandatory</i> Vendor Conference; location identified in <i>General Instructions</i> , Section 4.3	March 28, 2011	10:00 AM
Vendor Inquiry Period ends (final inquiries due)	March 30, 2011	5:00 PM
Final State responses to Vendor inquiries	April 6, 2011	
Final date for Proposal submission	April 29, 2011	2:30 PM
Invitations for Vendor Presentations	May 5, 2011	

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Vendor presentations/discussion sessions/interviews, if necessary	May 12-13, 2011	
Intent to award and contract negotiations	TBD	
Anticipated Governor and Council approval	TBD	
Anticipated Notice to Proceed	TBD	

3. SOFTWARE, REQUIREMENTS AND DELIVERABLES

3.1 Software

The State seeks Vendor maintenance and support for the current System, which includes outstanding defects in the current System, current support items awaiting implementation, and previously identified enhancements requested for the current System, as well as support for the new software solutions for the NH Unemployment Insurance System. Each Proposal must represent the ability of the Vendor to fully support the required functionality listed in Appendix C: *Requirements and Deliverables*.

3.2 Requirements

3.2.1 Appendix B: *Minimum standards for Proposal Consideration*, compliance with requirements, Vendor experience, and proposed Project Team.

3.2.2 Appendix C: *Requirements and Deliverables*

3.2.3 Appendix D: *Topics for Mandatory Narrative Responses* for Software, Technical, Services and Project Management topics.

3.2.4 Appendix E: *Standards for Describing Vendor Qualifications* including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.

3.3 Deliverables

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.

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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 Employment Security, no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to:

**State of New Hampshire
Department of Employment Security
c/o Dianne Carpenter
32 South Main 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 Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department of Employment Security, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.

All Proposals submitted in response to this RFP must consist of:

- a. One (1) original and five (5) clearly identified copies of the Proposal, including all required attachments,
- b. One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.18.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
- c. One (1) electronic copy on CD ROM in MS WORD format of proposal.

The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

The cost Proposal (one (1) original and five (5) clearly identified cost copies) must be sealed and packaged **separately** from the original Proposal, labeled clearly and sealed.

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 State Point of Contact:

STATE OF NEW HAMPSHIRE
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Dianne Carpenter
Unemployment Compensation Bureau Director
Department of Employment Security
32 South Main Street
Concord, New Hampshire, 03301
Telephone: (603) 228-4031
Email: dianne.m.carpenter@nhes.nh.gov

Vendors are encouraged to submit questions via email with **NHES NHUIS RFP** in the subject line to identify inquiries coming into the RFP State Point of Contact; 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 RFP State Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Section 2: *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 2: *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 and announced regarding the selection of a Vendor, **all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP State 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 State Point of Contact.

4.3 Vendor Conference

A **Mandatory** Vendor Conference will be held at the following location on the date and at the time identified in Section 2: *Schedule of Events*:

Department of Employment Security
32 South Main Street
Conference Room 2
Concord, New Hampshire 03301

All Vendors who intend to submit Proposals **must** attend the Vendor Conference. Vendors are requested to RSVP via email by the date identified in Section 2: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference. Vendors are allowed to send a maximum number of three (3) representatives.

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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 2: *Schedule of Events*. Vendors are responsible for any costs associated with attending the Vendor Conference.

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 Addendum

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an Addendum 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 2: *Schedule of Events*, or until the Effective Date of any resulting Contract.

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. Upon Contract award, the State reserves the right to use any information presented in any 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.

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4.10 Public Disclosure

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

4.11 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 Solution is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

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 implement the enhancements to the NHUIS and to be responsible for the ongoing Maintenance and Support of the total current system beginning day one. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Solutions as part of their presentations.

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 H: *State of New Hampshire Terms and Conditions-P-37* and 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 Proposal Format

Proposals should follow the following format:

- The Proposal should be provided in a three-ring binder.
- The Proposal should be printed, double sided, on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch and be double sided.

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- The Proposal should use Times New Roman font with a size no smaller than eleven (11).
- Each page of the 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 11 by 17 inches; and material in appendices.

4.17 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 Vendor staff
- **Section VII:** Cost Proposal
- **Section VIII:** Copy of the RFP and any signed Addendum (a) - *required in original Proposal only.*

4.18 Proposal Content

4.18.1 Cover Page

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

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

4.18.2 Transmittal Form Letter

The Vendor must submit 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 may result in a Proposal being rejected.

Remainder of this page intentionally left blank

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State of New Hampshire Proposal Transmittal Form Letter

Company Name _____

Address _____

To: NH Department of Employment Security State Point of Contact: Dianne M. Carpenter
Telephone (603) 228-4031
Email: dianne.m.carpenter@nhes.nh.gov

Re: Proposal Name: **NH UNEMPLOYMENT INSURANCE SYSTEM MODIFICATIONS
AND MAINTENANCE AND SUPPORT**

Proposal Number: RFP 2011-070

Proposal Due Date and Time: April 29, 2011, 2:30PM.

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH Department of Employment Security RFP 2011-070 NH Unemployment Insurance System Modifications and Maintenance and Support at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6: *General Contract Requirements* and Appendix H: *State of New Hampshire Terms and Conditions-P-37*.

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-P-37* in Appendix H and *General 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.

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 and included a copy of RFP 2011-070 and any subsequent signed addendum (a),

Our official point of contact is

Name _____

Title _____

Telephone _____, Email _____

Authorized Signature Printed _____

Authorized Signature _____

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4.18.3 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 4.17: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

4.18.4 Section I: Executive Summary

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

4.18.5 Section II: Glossary of Terms and Abbreviations

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

4.18.6 Section III: Responses to Requirements and Deliverables

System and Solution requirements are provided in Appendix C: *Requirements and Deliverables*.

Using the response tables in Appendix C, the Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

4.18.7 Section IV: Narrative Responses

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

4.18.8 Section V: Corporate Qualifications

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

4.18.9 Section VI: Qualifications of key Vendor staff

This Proposal section must be used to provide required information on key Vendor staff. 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*.

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4.18.10 Section VII: Cost Proposal

The Cost Proposal must include the following:

- The *Activities/Deliverables/Milestones Pricing Worksheet* prepared using the format provided in Table F-1 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 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 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 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Maintenance and Support Pricing Breakout Worksheet* prepared using the format provided in Table F-5 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided.

4.18.11 Section VIII: Copy of the RFP and any signed Addendum (a) - required in original Proposal only

Remainder of this page intentionally left blank

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5. PROPOSAL EVALUATION PROCESS

5.1 Scoring Proposals

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

The State will issue an intent to award notice 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.

The State will use a scoring scale of 1,000 points, which shall be applied to the Solution as a whole. Points will be distributed among seven (7) factors:

Item	Points	Description
1	150	Software Solution for Modifications (SBRs) and Trade Module
2	200	Maintenance, Operation & Production Support Approach
3	250	Technical, Service & Project Management Experience in Unemployment Insurance
4	75	Corporate and Staff Qualifications
5	75	Value Added Services and Innovation
6	100	Software Solution (SBRs and Trade Module) Cost
7	150	Maintenance & Support Cost
	1,000	Total points

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

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

5.3 Planned Evaluations

The State plans to use the following process:

- Initial screening;
- Preliminary scoring 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 conditions defined in Appendix B:

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

5.3.2 Preliminary Scoring of Proposals and Reference and Background Checks

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

5.3.3 Oral Interviews and Product Demonstrations

Preliminary scores from the initial 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 a maximum of three (3) 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 (If appropriate)

The State may, at its sole option, either accept a Vendor's initial Proposal by award of a Contract or enter into discussions with Vendors whose Proposals are deemed 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) that utilizes the Vendor Software.

5.4 Scoring Detail

The State will select a Vendor based upon the criteria and standards contained in this RFP.

5.4.1 Scoring of the Vendor's Software Solution for Modifications (SBRs and Trade Module)

The Vendor's proposed software solution to successfully complete modifications, outlined in Section 1.3a, will be allocated a maximum score of 150 points. Evaluation will include, but not be limited to:

- Overall approach
- Clarity
- Timeline
- User friendliness
- Vendor Response Checklist (Appendix C, Table C-2)
- Knowledge Transfer (Appendix D, Topic 3)

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- Implementation Approach (Appendix D, Topic 5)
- Acceptance Criteria (Appendix D, Topic 9)
- Quality Assurance Approach (Appendix D, Topic 14)
- Team Organization and Designation of key Vendor Staff (Appendix E, Section E-2)

5.4.2 Scoring of Vendor's Maintenance, Operation & Production Support Approach

The Vendor's proposal for on-going support of the existing benefit payment system, continued defect fixing and implementation of enhancements to that system will be allocated a maximum score of 200 points. Evaluation will include, but not be limited to:

- Overall approach
- Clarity
- Knowledge Transfer (Appendix D, Topic 3)
- Testing (Appendix D, Topic 6)
- Risk and Issue Management (Appendix D, Topic 11)
- Quality Assurance Approach (Appendix D, Topic 14)
- Support and Maintenance (Appendix D, Topic 16)
- Transition Plan (Appendix D, Topic 4)

5.4.3 Scoring of Vendor's Technical, Service & Project Management Experience in Unemployment Insurance

The Vendor's technical, service, and project management experience in Unemployment Insurance will be allocated a maximum of 250 points. Evaluation will include, but not be limited to:

- Prior Project Descriptions (Appendix E, E-1.1.4)
- Candidates for Project Manager (Appendix E, E-3)
- Candidates for key Vendor staff Roles (Appendix E, E-4)
- Reference and background checks
- Proposed Project Manager interview

5.4.4 Scoring of Vendor's Corporate and Staff Qualifications

The Vendor's corporate and staff qualifications will be allocated a maximum of 75 points. Evaluation will include, but not be limited to:

- Company Background (Appendix D, Topic 1)
- Assurance of Business Continuity (Appendix D, Topic 2)
- Vendor and Subcontractors (Appendix E, E-1.1)
- Candidates for Project Manager (Appendix E, E-3)
- Candidates for key Vendor staff Roles (Appendix E, E-2 and E-4)

5.4.5 Value Added Services and Innovation

The Vendor's description of value added services and innovations will be allocated a maximum of 75 points. Evaluation will include, but not be limited to:

- Extent of value-added services
- Reasonableness of innovations
- Applicability of value-added services and innovations to NHES
- Value Added and Innovation (Appendix D, Topic 17)

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5.4.6 Software Solution (SBRs and Trade Module) Cost

The Vendor's proposed cost to implement specifically identified modifications in section 1.3a will be allocated a maximum of 100 points. Cost information provided in the Proposal is expected to provide a sound basis for comparing costs. Evaluation will be based on:

- Deliverables Pricing Worksheet (Appendix F, Table F-1)
- Initial Contact Term Vendor Rates Worksheet (Appendix F, Table F-2)

5.4.7 Maintenance and Support Cost

Vendor's proposed cost for on-going maintenance and support, to include outstanding defects, enhancements and support items, will be allocated a maximum of 150 points. Cost information provided in the Proposal is expected to provide a sound basis for comparing costs. Evaluation will be based on:

- Software Maintenance and Support Pricing Worksheet (Appendix F, Table F-5)
- Initial Contract Term Vendor Rates Worksheet (Appendix F, Table F-2)

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-P-37* contained in Appendix H shall constitute the core for any Contract resulting from this RFP.

6.2 Vendor Responsibilities

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

The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and Appendix H: *State of New Hampshire Terms and Conditions-P-37*. The Vendor must submit with its Proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

6.3 Project Budget/Price Limitation

The State has funds budgeted for this Project, subject to Section 5: *Contract Price/Price Limitation/Payment* contained in Appendix H: *State of New Hampshire Terms and Conditions-P-37*.

6.4 State Contracts

The State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware Contracts to acquire supporting Software and hardware, if necessary.

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6.5 Vendor Staff

In the 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, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

The Vendor shall not change key Vendor staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

The State, at its sole expense, may conduct reference and background checks on the Vendor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Vendor's Project Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the Vendor's key Project Staff found unacceptable to the State.

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.

6.6 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, major milestones, task dependencies, and payment schedule. A final Work Plan will be due ten (10) business days after Contract award upon approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than weekly to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.

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, including without limitation, performance in accordance with the Schedule.

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In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

6.7 Change Orders

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of a Vendor's receipt of a Change Order, the Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

A Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to a Vendor's requested Change Order within five (5) business days. The State, which includes the requesting Agency and the Department of Information Technology, must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from a Vendor to the State and the State acceptance of a Vendor's estimate for a State requested change will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

6.8 Deliverables

The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance as set forth in Section 6.10: *Testing and Acceptance* herein.

Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any deficiency through completion of all Acceptance Testing, including but not limited to, User Acceptance Testing and any extensions thereof.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the deficiency, retest or review.

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6.8.1 Written Deliverables Review

The State will Review the Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from the Vendor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

6.8.2 Software Deliverables Review

Described in Section 6.10: *Testing and Acceptance*.

6.8.3 Non-Software Deliverables Review

The State will Review Non-Software Deliverables to determine whether any Deficiency exists and notify the Vendor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable.

6.9 Custom Software

The State shall hold all ownership, title, and rights to any 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 Vendor's 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.

The Vendor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software. State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up limited right and license to use, copy, modify and prepare derivative works of the Deliverables, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to the State in the Vendor's Proposal.

All program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by the Vendor as needed to meet the requirements, shall support and be compatible with the Vendor-developed Custom software and interfaces.

6.9.1 Software and Documentation Copies

The Vendor shall provide the State with a sufficient number of hard copy versions of the Supplemental Business Request Custom Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs.

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6.9.2 Title

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

6.9.3 Third Party

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Section 6: *General Contract Requirements* and Appendix H: *General Provisions Form P-37*.

6.10 Testing and Acceptance

The State requires that an integrated and coherent approach to complete Solution testing, Security Review and Testing, Regression Testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Project.

In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will 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 Software function or module.

In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

See Appendix G-1 for Testing Requirements

6.10.1 Remedies

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Section 6.15.2.1, and the State Shall have the right, at its option, to pursue the remedies in Section 6.15.2.2 as well as to 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 refund request

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in effect until the Vendor completes the Contract to the satisfaction of the State.

6.10.2 Solution Acceptance

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

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6.11 Warranty

6.11.1 Warranty Period

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue through 120 days.

For subsequent modules or functions, the Warranty Period will extend for 120 days after each of the remaining major functions or modules is integrated successfully with the entire System.

If within the last thirty (30) calendar days of the Warranty Period, the Proposed Solution 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) days.

6.11.2 Warranties

6.11.2.1 Solutions

The Vendor shall warrant that the Solutions must operate to conform to the Specifications, terms, and requirements of the Contract.

6.11.2.2 Software

The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications.

6.11.2.3 Non-Infringement

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

6.11.2.4 Viruses; Destructive Programming

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

6.11.2.5 Compatibility

The Vendor shall warrant that all Solution components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

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6.11.2.6 Professional Services

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

6.11.3 Warranty Services

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

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State;
- f. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
 - 1) nature of the Deficiency;
 - 2) current status of the Deficiency;
 - 3) action plans, dates, and times;
 - 4) expected and actual completion time;
 - 5) Deficiency resolution information;
 - 6) Resolved by;
 - 7) Identifying number i.e. work order number;
 - 8) Issue identified by;
- 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 five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, 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

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in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) receive a refund for all amounts paid to the Vendor, including but not limited to, applicable 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, pursuant to Section 6.15.2.1 and 6.15.2.2, 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.

6.12 Ongoing Software Maintenance and Support Levels

The Vendor shall maintain and support the total system in all material respects, from the effective date of the Contract, as described in the applicable program documentation for the Contract defined period of maintenance, including the custom software defined as deliverables in the request during and after the warranty period of 120 days.

Because this is a joint effort of the Vendor and State Staff, only after a Vendor completed code review and acceptance of work performed by the State will the Vendor be responsible for maintaining the State developed code going forward.

6.12.1 Vendor Responsibility

The Vendor shall be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

a. Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, Vendor shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours per day and seven (7) days a week with an e-mail / telephone response within two (2) hours of request;

b. Class A Deficiencies (On-site or Remote Support)

For all Class A Deficiencies, Vendor shall provide support on-site, or with remote diagnostic services, within four (4) business hours of a request; and

AND

b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within twenty-four (24) hours of notification of planned corrective action;

6.12.2 The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

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- 6.12.3** The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 6.12.4** For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and
- 6.12.5** 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.

6.13 Administrative Specifications

6.13.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

6.13.2 Shipping and Delivery Fee Exemption

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

6.13.3 Project Workspace and Office Equipment

The State agency will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Vendor’s staff. If a Vendor has specific requirements, they must be included in the Vendor’s Proposal.

6.13.4 Work Hours

Vendor personnel shall work at least normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.

6.13.5 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

6.13.6 State-Owned Documents and Data

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

6.13.7 Intellectual Property

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

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

6.13.8 IT Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

6.13.9 Computer Use

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure. Vendor staff located in Employment Security facility will be required to sign the State's computer use policy.
- b. 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 and that at no time shall Vendor access or attempt to access any information without having the express authority to do so.

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- c. That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. 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 Vendor 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. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Vendor 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.

6.13.10 Email Use

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems”. Vendors understand and agree that use of email and shall follow State standard policy (available upon request). Vendor staff located in an Employment Security facility will be required to sign the State’s email policy.

6.13.11 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 according to State standard policy (available upon request).

6.13.12 Regulatory/Governmental Approvals

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

6.13.13 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, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Vendor’s inability to hire or provide personnel needed for the Vendor’s performance under the Contract.

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6.13.14 Confidential Information

6.13.14.1 In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). The Vendor shall not use the State Confidential 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.

6.13.14.2 The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential 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.

6.13.14.3 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 Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

6.13.14.4 In the event of unauthorized use or disclosure of the State's Confidential Information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.

6.13.14.5 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

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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 State or federal 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. At the request of the State, <CONTRACTOR> shall cooperate and assist the State with the collection and review of <CONTRACTOR>'s information, at no additional expense to the State. 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.

6.13.14.6 Survival

This Contract Agreement, Section 6.13.14: *Confidential Information* shall survive the termination or conclusion of a Contract.

6.14 Pricing

6.14.1 Activities/Deliverables/Milestones Dates and Pricing

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: *Pricing Worksheets*.

6.14.2 Custom Software, Licensing, Maintenance, Enhancements, and Support Pricing

The Vendor must provide the minimum Software support and Services through Custom Software Maintenance, Enhancements, and Support as detailed in Section 6.12: *Ongoing Software Maintenance and Support Levels*.

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

6.14.3 Invoicing

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

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6.14.4 Overpayments to the Vendor

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

6.14.5 Credits

The State may apply credits due to the State, arising out of this Contract, against the Vendor's invoices with appropriate information attached.

6.14.6 Records Retention and Access Requirements

The Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals 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. 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 shall 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 Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6.14.7 Accounting Requirements

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

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6.15 Termination

6.15.1 Termination

This section 6.15 shall survive termination or Contract conclusion.

6.15.2 Termination for Default

6.15.2.1 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

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

6.15.2.2.1 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.

6.15.2.2.2 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.

6.15.2.2.3 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;

6.15.2.2.4 Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

6.15.2.2.5 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.

6.15.2.3 **In the event of default by the State**, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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6.15.2.4 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.

6.15.2.4.1 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.

6.15.2.4.2 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 H: Section 13: *Indemnification*.

6.15.2.5 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.

6.15.3 Termination for Convenience

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

6.15.3.2 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.

6.15.4 Termination for Conflict of Interest

6.15.4.1 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.

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- 6.15.4.2** 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.

6.15.5 Termination Procedure

- 6.15.5.1** 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.
- 6.15.5.2** After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:
- a.** Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b.** Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - c.** Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
 - d.** Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
 - e.** Provide written certification to the State that Vendor has surrendered to the State all said property.

6.16 Limitation of Liability

6.16.1 State

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 set forth in Contract Agreement, Section 1.8 of the *Contract Agreement General Provision in Appendix H*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

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6.16.2 The Contractor

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, Section 1.8 of the *Contract Agreement-General Provisions* in Appendix H. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in the Appendix H-*Contract Agreement - Section 13: Indemnification* and confidentiality obligations in *Contract Agreement-Part 2-Section 6.13.14: Confidential Information of the Contract*, which shall be unlimited.

6.16.3 State's Immunity

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.

6.16.4 Survival

This *Contract Agreement*, Section 6.16 *Limitation of Liability* shall survive termination or Contract conclusion.

6.17 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.

6.18 Assignment, Delegation and Subcontracts

The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer; assignment, delegation, or other transfer made without the State's prior written consent shall be null and void and may constitute an event of default at the sole discretion of the State.

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

6.19 Dispute Resolution

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 or Confidential Information), the party

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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

LEVEL	<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	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.

6.20 Venue and Justification

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

6.21 Project Holdback

The State will withhold fifteen percent (15%) of the agreed Deliverables pricing tendered by the Vendor in this Firm Fixed Price (FFP) engagement until successful completion of the Warranty Period as defined in Section 6.11.1: *Warranty Period*.

6.22 Escrow of Code

Vendor will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The proposed escrow agreement shall be submitted with the Vendor's Proposal for review by the State. The escrow agreement requires the Vendor to put the Vendor Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- a. the Vendor has made an assignment for the benefit of creditors;
- b. the Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. a receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets; or
- d. the Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or

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otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;

- e. Vendor defaults under the Contract; or
- f. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

6.23 Work for Hire

The State shall own all right, title and interest in and to any Software, printed materials or other works, products or deliverables which result from Services rendered by Vendor to the State under this Contract (“work(s)”). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Vendor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. Vendor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United the States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Vendor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

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APPENDIX A: BACKGROUND INFORMATION

A-1 Department of Employment Security

New Hampshire Employment Security (NHES) is a multi-functional service agency designed to promote the well being and opportunities of New Hampshire's workers and employers, and to uphold the rights and responsibilities of both. The Agency is made up of three bureaus: the Economic and Labor Market Information Bureau (ELMI), the Unemployment Compensation Bureau, and the Employment Services Bureau. The Unemployment Insurance (UI) Program, administered by the Unemployment Compensation Bureau, is authorized and funded under Titles III and IV of the Social Security Act. It is responsible for collecting State UI taxes and paying benefits to qualified recipients. The UI program is a federal/state partnership and is State administered with federal oversight.

The Mission of the New Hampshire Employment Security is:

- Operate a free public employment service offering job seekers self-directed work search programs, tools and information, and offering employers self-service programs and information about the economy and the labor market.
- Pay unemployment compensation benefits in a timely manner to eligible claimants and collect the tax which funds these payments.
- Develop and disseminate labor market information to assist local and State officials and employers, planners, consultants, educators, legislators, economists, and others, involved in making management decisions and analysis of economic trends for business expansion and economic growth.

The New Hampshire Unemployment Insurance System (NHUIS) system is a Web-based Unemployment Insurance (UI) Benefit system. The system operates on an HP-UX Itanium platform and the core application utilizes a number of technology tools. The front end application logic and processing uses HTML, Java and XML. The back end application logic utilizes AcuCOBOL, and the database is Oracle. System Reports are available as part of the application via Crystal Enterprises, using Crystal Reports as the development tool and Crystal Enterprise for generation and deployment

The System's features and functionality enable self service access for claimants, employers and employer representatives, automated report processing and generation, automated correspondence generation and processing of benefits claims, payments, overpayments, charging, and adjustments. In addition is also has workflow and accounting functions.

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 and standards for hardware, software and code development. NHES DoIT development staff is currently involved in code enhancements and defect fixes of the current system and will continue to do so with the Vendor.

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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 that functions 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 Related Documents Required at Contract time

- a. Certificate of Good Standing/Authority (Appendix G-2-item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/Forms.html
- b. Certificate of Vote (Appendix G-2-Item B)
- c. Proof of Insurance Compliance with Appendix H: *State of New Hampshire Terms and Conditions-P-37*, Section 14: *Insurance*.

A-4 State Project Team

State high-level staffing for the Project will include:

A-4.1 Project Sponsor

The Project Sponsor, Darrell Gates, Deputy Commissioner, will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project

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Manager, and assisting the State Project Manager in promoting the Project throughout the State. The Project Sponsor, or an appropriate designee, will be available to resolve issues on a timely basis.

A-4.2 State Project Manager

The State Project Manager will be Dianne Carpenter.

Major duties include, but are not limited to:

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

A-4.3 State IT Manager

The State IT Manager is William Laycock.

Major duties include, but are not limited to:

- Project adherence to State and DoIT Standards
- Coordination and management of all DoIT staff associated on project.
- Managing of final technical decisions.
- Managing technical issues and risk of project solutions.
- Approval for any access granted to current system and technology.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

B-1 Submission requirements

- The Proposal is date and time stamped before the deadline as defined in Section 2: *Schedule of Events*. The Vendor has sent the proper number of copies with the original version of the Proposal marked “ORIGINAL” and the copies marked “COPY” as defined in Section 4.1: *Proposal Submission, Deadline and Location Instructions*
- The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception
- The proposed escrow agreement shall be submitted with the Vendor’s Proposal for review by the State.

B-2 Compliance with System Requirements

System requirements and Deliverables are listed in Appendix C: *System Requirements and Deliverables* in this RFP. The proposed Vendor’s Solution must be able to satisfy at least eighty percent (80%) of the System Requirements and Deliverables listed.

B-3 Vendor Implementation Service Experience

The Implementation Vendor must have successfully completed a Unemployment Insurance focused custom software implementation for at least two (2) government clients comparable in size and complexity to the State of New Hampshire within the last five (5) years. The specific Vendor proposed Software functionality must be described.

B-4 Proposed Project Team

The proposed Project Team must include individuals with substantial experience in:

- a. From a Business perspective the Vendor’s key staff will need extensive knowledge of Unemployment Insurance, paying benefits, the processing of appeals and business process improvement will be needed to be successful key staff on this project.
- b. From a Technical perspective it is preferred that the Vendors technical staff have expertise in the following areas:
 - o Front End – Java, J2EE, XML, SQL, HTML, Javascript
 - o Back End – AcuCobol, Toad, SQL, PL/SQL, \$Universe, UNIX, and Oracle.

For the purpose of evaluating compliance with this requirement, the Vendor team is permitted to include Subcontractors. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas.

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APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK

On August 17, 2009, NHES went live with the New Hampshire Unemployment Insurance System (NHUIS), which was developed by Deloitte Consulting, LLP. NHUIS is currently still having enhancements made to the system by Deloitte Consulting Staff and State Department of Information Technology Staff. Through the life of this contract the system will continue to have enhancements made and defects corrected to improve business process flow. State staff will continue to be involved with work on the NHUIS system with the selected vendor.

In the event that a new vendor is selected the vendor is required to provide a transition plan that identifies the critical tasks that need to occur at the inception of the contract to provide a smooth and orderly transition of functions between the outgoing vendor and the new vendor with minimal disruption to the operation. It is anticipated that this transition will take up to six (6) months. It is recognized that there will be considerable disruption to the ongoing business due to a slowdown of enhancements and fixes during the transition period. The plan should discuss these changes and how they will be managed. The plan must include the total hours needed for this transition, broken out by incoming vendor staff, outgoing vendor staff, and State staff time. In addition to the initial transition period, the plan must address how the vendor will work cooperatively to transition out at the end of the Contract.

The Supplemental Budget Requests and the Trade Act Enhancements outlined in Sections A below are required to be completed by September 30, 2012

A. Modification of the NHUIS to provide the following functionality:

1. A Treasury Offset Program (TOP) to expand ability to recover monies for overpayments;

This change will require modification to the business processes in NHUIS to enable New Hampshire Employment Security (NHES) to enter into an agreement with the Internal Revenue Service to intercept, or offset, federal tax refunds for State unemployment tax obligations. NHES will forge a partnership with the U.S. Department of Treasury's Financial Management System to administer the debt collection to legally enforce offsetting a taxpayer's income tax refund to recover fraud overpayments when other recovery methods have been exhausted.

Due to IRS Privacy restrictions in their special publication the vendor has a no access limitation on handling or viewing any data received and/or transmitted from the IRS. The Vendor will be able to work on this module up to the point where IRS data is involved. At which time *State staff will need to perform the remaining task once IRS data becomes involved. This could include coding, unit testing the overpayment IRS offset functions, perform detailed User Acceptance Testing, deploy the changes once accepted and maintaining the program and data after go live.*

2. Implementation of a Benefit Payment Control Case Management Program;

This change will upgrade and implement a redesigned Benefit Payment Control Fraud Investigation Database (BIC) that will enable the Benefit Payment Control Unit (BPC), through NHUIS, to establish automated case management for fraud investigation

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and overpayment recovery through the ability to pull up screens and populate fields for internal data. It will enable the BPC to track the workload for individual investigators and measure performance of the staff. The enhancements will also provide increased ability, through date range reporting, for current and accurate reports and a mechanism to capture information on closed cases.

3. Implement a State Information Data Exchange System (SIDES) for automated file exchange separation information from employers and Third Party Administrators; and a State Employer Website (SEW) for employers and Third Party Administrators without automated connection for file exchanges to use a standardized format for requesting separation information;

This change will streamline service and communication with employers and Third Party Administrators (TPAs) enabling the New Hampshire Department of Employment Security (NHES) to utilize the State Information Data Exchange System (SIDES) to obtain requests for separation information from employers and Third Party Administrators (TPAs). Included in this activity is NHES participation in the State Employer Website (SEW).

Working with National Association of State Workforce Agencies (NASWA) and Information Technology Support Center (ITSC) the Vendor must design and develop necessary enhancements to NHUIS for the SIDES and SEW programs for improved business processes, cost savings, standardization and security.

- a. Analyze current and technical operations to determine modifications to NHUIS and to business processes;
- b. automate requests and responses regarding separation
- c. establish separation information in a single file
- d. establish a standardized Web Service application
- e. reduce the number of documents mailed
- f. establish the ability for transfer of information
- g. utilize SIDES as an automatic connector with a Central Broker for Standardized formats
- h. develop a training plan and materials, as well as transfer of knowledge plan

4. Implement Appeals and Adjudication enhancements including

a. Appeals Unit Business Process Review of business and system processes and implementation of changes;

This change will initiate an audit of the business process to discern the inefficiencies that need re-engineering. The Vendor, possessing expert knowledge of unemployment insurance and the processing of appeals will complete a gap analysis of both business and system processes and produce a recommendations document of the changes. An action plan will then be created and executed to implement the system and business process changes.

b. Implementation of an Adjudication Smart Scheduler;

After analyzing current and technical operations to determine NHUIS required changes, this change, in conjunction with the business and system process changes and the automation of the Appeal Reminder, will automate the scheduling of fact finding interviews with the claimants and employers that are attached to the unemployment claim being adjudicated. All parties, from which more information to

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process a claim is needed, will be notified of an interview time and need to be available to answer questions; otherwise a determination will be made by the adjudicator with the available information on hand.

Smart scheduling will also allow staff to set up electronic calendars to manage their time and workload, and give management a way to monitor workloads.

c. Implementation of an Automated Appeal Reminder communications system.

This change to NHUIS, in conjunction with the modifications to the Appeals Unit Business Process Review of business and system processes and implementation of the changes, and the Adjudication Smart Scheduler, will integrate and support a Call Reminder Communications software as an automated telephone reminder for appeal hearings. The recommended solution must explain how confidentiality concerns will be addressed.

5. Trade Act Enhancements

Trade Module changes will reduce manual processes, expand functionality and increase efficiency and effectiveness. Changes include but are not limited to screens and functions relative to HCTC (Health Care Tax Credit), mileage payments, subsistence payments, tuition payments, out-of-pocket expenses related to training, training contracts, multiple state TRA, PAW (Potentially Affected Worker) lists, claims for TRA, RTAA or TAA, backdating claims, editing information, wage subsidy calculation and petition entry.

a. Health Care Tax Credit (HCTC)

- Create the ability to transmit HCTC eligible recipients manually
- Waivers should not be needed until they have reached their 26/26 deadline, currently we have to enter the waiver in order for the name to be transmitted, this needs to be fixed.
- Eligibility codes – when HCTC was designed UIPL 24-03 was not really taken into consideration and the eligibility codes are not currently a part of the process; this needs to be changed.
- HCTC TRA monetary should be different from the real TRA monetary – Develop an automatic TRA monetary to go out as part of the TAA claim process. In addition, an automatic TRA claim needs to be processed for anyone who files a TAA claim and has a UI claim in the system.
- Emergency \$1 Rule – NH established an Emergency \$1 Rule in order for individuals who would otherwise be eligible for UI except for the receipt of severance pay to pay these individuals \$1 each month in order to establish eligibility for HCTC. NHUIS needs to accommodate this rule.

b. Mileage Subsistence

- There are many times that the amount of mileage changes and NHUIS needs the flexibility to allow for these changes.
- Need to be able to track what mileage was paid at any given time. Example: First semester had to travel 75 miles one way for 30 days but the next semester it was only 50 miles for 20 days. The system needs to allow you to see this historically.

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- There are times when during a single week there is travel to different locations so it may be 40 miles one day and 60 miles the next day, we need the ability to pay out in that manner..
- When reviewing what was paid during a given week, the system and check stub needs the ability to show what the UI amount was, what the FAC amount was and what the TA payment amount was as well.
- Need the system not to allow double payments. Sometimes the counselor is making the mileage payments manually because the student did not get the right script but there is no edit that says 'this is a duplicate payment'.
- System does not require you to pay by weekend dates.
- OJT Contracts need a mileage screen

c. Training

- Need an alert to show in system on issue screen when training ends as a reminder to change the work search criteria back to required, stop charging the fund, etc.
- Tuition payments should be generated from NHUIS.
- Stop the 2 alerts when there is more than one training contract.
- Move the Training completed and last date of attendance from the invoice screen to TAA Application Summary Screen
- Mail OJT contract's to both employer and claimant, not just employer..
- Need to be able to enter decimal points for hours paid to employer in OJT payment screen and have NHUIS calculate accordingly
- Have OJT invoices/payments be payable via NHUIS instead of sending to fiscal.
- The training contract needs to include a breakout of the costs.
- When modifying a contract, need to seeing what the modification actually is, before and after the modification.
- System needs the ability to reimburse out of pocket expenses for students or the training provider directly out of the training contract.
- Currently, students receiving TRA from NH but training from another state requires a dummy contract to be set up. Establish a way to have the TRA monetary attached to a training issue.
- Searching for ONET codes for programs needs to be more user friendly. We need to be able to attach by the 8 digit code itself.
- Training Attendance Verification forms need to be sent to claimant and the training providers
- Last date of attendance and completed training should be on the TAA Application Summary.
- Add a check box on the CCF with the training script for the training attendance verification forms that the counselor could check when they were received and reviewed An issue/alert should be raised after four weeks of no activity for the counselor to review the claimant status.

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d. Potentially Affected Worker (PAW) List

- Add a check box for Adversely Affected Incumbent Worker on the PAW list screen.
- System to send a letter to anyone on the PAW list who has not already filed a TAA claim against the petition number.
- Add a notepad to the PAW List to enter notes for a claimant on the list who does not have a registration on NHUIS or JMS.

e. Trade Adjustment Act (TAA) Claims

- System must block duplicate TAA Claims being filed
- Need to be able to backdate Application Date after Batch
- Modify the establish claimant meets six criteria issue for the TAA eligibility determination. This document must include the separation date, the petition number, the name of the company and the impact, certification and expiration dates.
- The separation date is on the PAW list. When filing a TAA claim it needs to also be on the TAA Application Summary Screen.

f. Trade Readjustment Act (TRA)

- When a staff person is filing TRA on behalf of an individual, have the TRA claim attach automatically to the right claim. Manually attaching to the wrong claim takes time and affects the timeliness of transmitting the name for the purpose of HCTC.

g. Training Obligations

- Create the ability to edit the obligation authority. When the fiscal year changes, NHUIS automatically starts assigning contracts to the new fiscal year.

h. Readjustment Trade Allowance Act (RTAA)

- Create the ability to enter cents on payments and enter decimal points to the hours worked (ie: 37.5 hours)
- Ceate the ability to delete an RTAA application if it is not applicable to the claimant.
- Create the ability to determine the deduction of TRA weeks received from RTAA and compute the monetary deduction and eligibility period.
- Create the ability to add a new employer to a current RTAA application and have the “new employer (RTAA) application” sent to the claimant. This can occur when a claimant picks up another job to have full time hours of 37.5 and more.
- Program NHUIS to calculate the RTAA subsidy from the applicable wages and hours worked from multiple employers.
- Program NHUIS to do the calculations for the wage subsidy for the hours worked and wages earned.

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i. Petitions

- Create the ability to have more than one employer per petition to accommodate the on-site leased workers.

NOTE: The Supplemental Budget Request Documents for each of the above activities will be available upon request. The Trade Act Enhancement Request detailed list is also available upon request. The work on these must be completed by September 30, 2012.

B. Provide Total System Maintenance and Support until December 31, 2012

Once approved by Governor and Executive Council, the Vendor will be responsible for the current New Hampshire Unemployment Insurance System ongoing, as well as developmental, system maintenance until the end of the Contract Term.

This includes addressing outstanding defects in the current System, current support items awaiting implementation, previously identified Enhancements for the current System, and future enhancements identified during the term of the Contract, as well as support for the new software solutions. The Vendor staff will be augmented by the State DoIT staff that is currently working on the system.

C. OUTSTANDING DEFECTS, ENHANCEMENTS AND SUPPORT ITEMS

This table contains a list of the functional areas of the current NHUIS system that will require Vendor attention:

Table C-1: As of 2/23/2011, there are a total of 96 defects, 193 enhancements and 39 support items documented and outstanding.

FUNCTIONAL AREA	DEFECTS	ENHANCEMENTS	SUPPORT ITEMS
Appeals**	4	2	0
Claims taking	8	15	4
Charging	5	13	0
Data Validation	1	10	0
Employment Services	2	25	3
Financial	9	1	1
Federal Reporting	7	1	0
Monetary	2	4	0
Non-monetary	5	12	5
Overpayments	13	9	8
Pay Benefits	5	10	3
Trade & TAPR	5	18	1
Wages & Special Programs	23	33	10
Worksearch	2	3	0
WorkShare	0	3	0
Other	5	34	4
Totals	96	193	39

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The areas of most concern are:

- 1) Financial
Balancing financial transactions and ensuring that appropriate financial reports are generated is essential to any business. The additional requirements and transparency expectations surrounding State and Federal funding increases the need for total accuracy and accountability.
- 2) Federal Reporting
Federal reporting requirements are complicated, strict and ever-changing. Accurate Federal reporting for existing programs has been challenging. As new programs are added, changes are required to existing reports and new reports are often added.
- 3) Overpayments
The integrity of some of the overpayment data in the old legacy system was questionable, though every effort was made to address before conversion to NHUIS. Unfortunately, some problems still exist. There are also New Hampshire specific business processes and impacts on reporting that complicate an already complex process.
- 4) Wages & Special Programs (WASP)
The WASP Unit handles all claims that involve other states, Federal or military employment. While the percentage of these claims appears small compared to the overall volume, each one is a challenge and 100% of the WASP Unit's work. The majority of manual processes were automated in NHUIS, including communication through Affiliated Computer Services (ACS) regarding wages, claims and payments between states. While a multitude of simulated tests were done prior to implementation, the fact that ACS has no true test environment precluded extensive interactive testing. WASP has generated the highest number of defects since go-live and also carries the largest individual section number for enhancement requests.

A complete list of defect, enhancement and support item titles can be provided upon request.

C-2 REQUIREMENTS

Vendors shall complete a checklist based on the following format.

Table C-2 General Requirements – Vendor Response Checklist

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

The spreadsheet below lists requirements broken out as “M” Mandatory or “O” Optional.

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

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Table C-2 System Requirements -Vendor Response Checklist

REQ #	REQUIREMENT/DELIVERABLE	M/O	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
	GENERAL REQUIREMENTS			
G-1	Vendor shall participate in an initial kick-off meeting	M		
G-2	Vendor shall provide Project Staff as specified in the RFP.	M		
G-3	Vendor shall submit a finalized Work Plan within ten (10) working days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated weekly	M		
G-4	Vendor shall provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M		
G-5	All user, technical, and Solution Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation, in electronic format- on-line.	M		
	TECHNICAL QUALIFICATIONS			
T-1	Oracle DB	O		
T-2	AcuCobol	M		
T-3	PL/SQL	M		
T-4	SQL	M		
T-5	UNIX	M		
T-6	TOAD	O		
T-7	\$Universe	O		
T-8	Harvest	O		
T-9	J2EE	M		
T-10	Javascript	M		
T-11	HTML	M		
T-12	Crystal Reports	M		
T-13	WebSphere	O		
T-14	Metavante Designer	O		

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	FUNCTIONAL REQUIREMENTS			
	TREASURY OFFSET PROGRAM			
F-1	Coordinate establishment of a partnership with the US Department of the Treasury to confirm the Overpayment IRS offset requirements.	M		
F-2	Analyze current business and technical operations for required modifications to the NHUIS.	M		
F-3	Develop a detailed design to support the integration of the Overpayments IRS offset functions into NHUIS.	M		
F-4	Coordinate with State resources to establish that the design implementation integrates correctly with the current NHUIS	M		
	BENEFIT PAYMENT CONTROL CASE MANAGEMENT			
F-5	Increase security and data access on an individual or unit basis, that is monitored by management	M		
F-6	Develop a matrix of the case management requirements	M		
F-7	Establish tables and screens for case management with reference to using data available in the current system	M		
F-8	Create a separate workload grid for the Benefits Payment Control Unit to track individual investigator workloads and results	M		
F-9	Establish the ability to determine case aging	M		
F-10	Establish the ability to archive old records	M		
F-11	Produce detailed reports for case status updates	M		
F-12	Produce reports to evaluate workload for internal review and US Department of Labor reporting	M		
F-13	Produce reports that have the capability of date range reporting	M		
F-14	Establish a method to capture and track closed cases	M		
F-15	Create standardized reports for daily, weekly and monthly generation	M		
F-16	Establish ability for ad hoc queries and reports	M		
F-17	Automate generation of correspondence to customers with appropriate information	M		

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F-18	Knowledge Transfer and documentation of the Solution for State Technical Support Staff	M		
F-19	Deployment and on-going maintenance	M		
	STATE INFORMATION DATA EXCHANGE SYSTEM (SIDES) /STATE EMPLOYER WEBSITE (SEW)			
F-20	Coordinate with NASWA and ITSC to define the requirements for NH to participate in multi-State SIDES system	M		
F-21	Research the changes (to business and technical processes) required in the NHUIS system to interface with SIDES to automate requests and responses	M		
F-22	Design, code and test the standardized formats to obtain separation information from employers and third party administrators-requests and responses, include ability to retransmit information if requested	M		
F-23	Design, code and test the NHUIS changes for SIDES	M		
F-24	Implement the changes to NHUIS and establish the connection with SIDES for the file exchange	M		
F-25	Establish a standardized formatted Web Service application for separation information for use by employers and third party administrators.	M		
F-26	Knowledge Transfer and documentation of the Solution for State Technical Support Staff	M		
F-27	Establish an ongoing maintenance plan	M		
	APPEALS UNIT BUSINESS PROCESS REVIEW			
F-28	Analyze the business processes of the NHES appeals Unit	M		
F-29	Define business process inefficiencies that need to be re-engineered	M		
F-30	Audit the appeals process in NH	M		
F-31	Perform a gap analysis of both business and system processes to determine how to raise level of performance and efficiency.	M		
F-32	Produce a report with recommendations for both business process and system changes	M		
F-33	Create an action plan to implement the changes	M		
F-34	Design, code and test the technical process changes	M		

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F-35	User Acceptance Test Plan and implementation	M		
F-36	Implement the changes/	M		
F-37	Knowledge Transfer and documentation of the Solution for State Technical Support Staff	M		
	ADJUDICATION SMART SCHEDULER			
F-38	Define requirements and specifications for a smart scheduler	M		
F-39	Review the roles and responsibilities of the adjudicators and their business processes	M		
F-40	Evaluate the software package that is available from the Information Technology Support Center (ITSC) and determine if that meets the States requirements for an automated smart scheduling system as a workforce management tool to automatically schedule interviews with claimants and employers attached to an unemployment claim being adjudicated, and can be integrated into the solution,	M		
F-41	If necessary, design an automated smart scheduling system as a workforce management tool to automatically schedule interviews with claimants and employers attached to an unemployment claim being adjudicated,	M		
F-42	Evaluate the software package that is available from ITSC and determine if that meets the States requirements for an electronic calendar within the smart schedule to track activities and monitor workloads and allow assignment of case interviews to an adjudicator. and can be integrated into the solution,	M		
F-43	If necessary, design an electronic calendar within the smart schedule to track activities and monitor workloads and allow assignment of case interviews to an adjudicator.	M		
F-44	Define modifications to NHUIS to integrate and support the smart scheduler	M		
F-45	Code and test the Scheduler and the changes to NHUIS	M		
F-46	User Acceptance Test Plan and implementation	M		
F-47	Knowledge Transfer and documentation of the Solution for State Technical Support Staff	M		
F-48	Deployment and on-going maintenance	M		
	AUTOMATED APPEAL REMINDER COMMUNICATIONS SYSTEM			

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F-49	Evaluate the changes required to modify NHUIS to integrate and support a Call Reminder Communications Software functionality and create a requirements matrix	M		
F-50	Develop a design document of the changes required to modify NHUIS	M		
F-51	Code and test the changed system with the call reminder functionality	M		
F-52	User acceptance and deployment plan	M		
F-53	Deployment and on-going maintenance	M		
F-54	Knowledge Transfer and documentation of the Solution for State Technical Support Staff	M		
	TRADE MODULE CHANGES			
F-55	HEALTH CARE TAX CREDIT (HCTC)	M		
	- Create the ability to transmit HCTC eligible recipients manually. - Waivers should not be needed until they have reached their 26/26 deadline, currently we have to enter the waiver in order for the name to be transmitted, this needs to be fixed. - Eligibility codes – when HCTC was designed UIPL 24-03 was not really taken into consideration and the eligibility codes are not currently a part of the process; this needs to be changed. - HCTC TRA monetary should be different from the real TRA monetary –Develop an automatic TRA monetary to go out as part of the TAA claim process. In addition, an automatic TRA claim needs to be processed for anyone who files a TAA claim and has a UI claim in the system. - Emergency \$1 Rule – NH established an Emergency \$1 Rule in order for individuals who would otherwise be eligible for UI except for the receipt of severance pay to pay these individuals \$1 each month in order to establish eligibility for HCTC. NHUIS needs to accommodate this rule.			

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F-56	MILEAGE / SUBSISTENCE	M		
	• There are many times that the amount of mileage changes and NHUIS needs the flexibility to allow for these changes. • Need to be able to track what mileage was paid at any given time. Example: First semester had to travel 75 miles one way for 30 days but the next semester it was only 50 miles for 20 days. The system needs to allow you to see this historically. • There are times when during a single week there is travel to different locations so it may be 40 miles one day and 60 miles the next day, we need the ability to pay out in that manner.. • When reviewing what was paid during a given week, the system and check stub needs the ability to show what the UI amount was, what the FAC amount was and what the TA payment amount was as well. • Need the system not to allow double payments. Sometimes the counselor is making the mileage payments manually because the student did not get the right script but there is no edit that says 'this is a duplicate payment'. • System does not require you to pay by weekending dates. • OJT Contracts need a mileage screen			
F-57	TRAINING	M		
	• Need an alert to show in system on issue screen when training ends as a reminder to change the work search criteria back to required, stop charging the fund, etc. • Tuition payments should be generated from NHUIS. • Stop the 2 alerts when there is more than one training contract. • Move the Training completed and last date of attendance from the invoice screen to TAA Application Summary Screen • Mail OJT contract's to both employer and claimant, not just employer.. • Need to be able to enter decimal points for			

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	hours paid to employer in OJT payment screen and have NHUIS calculate accordingly • Have OJT invoices/payments be payable via NHUIS instead of sending to fiscal. • The training contract needs to include a breakout of the costs. • When modifying a contract, need to seeing what the modification actually is, before and after the modification. • System needs the ability to reimburse out of pocket expenses for students or the training provider directly out of the training contract. • Currently, students receiving TRA from NH but training from another state requires a dummy contract to be set up. Establish a way to have the TRA monetary attached to a training issue. • Searching for ONET codes for programs needs to be more user friendly. We need to be able to attach by the 8 digit code itself. • Training Attendance Verification forms need to be sent to claimant and the training providers • Last date of attendance and completed training should be on the TAA Application Summary. • Add a check box on the CCF with the training script for the training attendance verification forms that the counselor could check when they were received and reviewed An issue/alert should be raised after four weeks of no activity for the counselor to review the claimant status.			
F-58	POTENTIALLY AFFECTED WORKER (PAW) LIST	M		
	• Add a check box for Adversely Affected Incumbent Worker on the PAW list screen. • System to send a letter to anyone on the PAW list who has not already filed a TAA claim against the petition number. • Add a notepad to the PAW List to enter notes for a claimant on the list who does not have a registration on NHUIS or JMS.			

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F-59	TRADE ADJUSTMENT ACT (TAA) CLAIMS	M		
	- System must block duplicate taa claims being filed - Need to be able to backdate application date after batch - Modify the establish claimant meets six criteria issue for the TAA eligibility determination. This document must include the separation date, the petition number, the name of the company and the impact, certification and expiration dates. - The separation date is on the PAW list. When filing a TAA claim it needs to also be on the TAA Application Summary Screen.			
F-60	TRADE READJUSTMENT ACT (TRA)	M		
	When a staff person is filing TRA on behalf of an individual, have the TRA claim attach automatically to the right claim. Manually attaching to the wrong claim takes time and affects the timeliness of transmitting the name for the purpose of HCTC.			
F-61	TRAINING OBLIGATIONS	M		
	Create the ability to edit the obligation authority. When the fiscal year changes, NHUIS automatically starts assigning contracts to the new fiscal year.			
F-62	READJUSTMENT TRADE ALLOWANCE ACT (RTAA)	M		
	- Create the ability to enter cents on payments and enter decimal points to the hours worked (ie: 37.5 hours) - Create the ability to delete an RTAA application if it is not applicable to the claimant. - Create the ability to determine the deduction of TRA weeks received from RTAA and compute the monetary deduction and eligibility period.			

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	- Create the ability to add a new employer to a current RTAA application and have the “new employer (RTAA) application” sent to the claimant. This can occur when a claimant picks up another job to have full time hours of 37.5 and more. - Program NHUIS to calculate the RTAA subsidy from the applicable wages and hours worked from multiple employers. - Program NHUIS to do the calculations for the wage subsidy for the hours worked and wages earned.			
F-63	PETITIONS	M		
	Create the ability to have more than one employer per petition to accommodate the on-site leased workers.			
	SECURITY REQUIREMENTS			
S-1	Verify the identity or authenticate all of the system’s human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M		
S-2	Enforce unique user names.	M		
S-3	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT’s statewide <i>User Account and Password Policy</i>	M		
S-4	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M		
S-5	Encrypt passwords in transmission and at rest within the database.	M		
S-6	Expire passwords after 90 days.	M		
S-7	Establish ability to enforce session timeouts during periods of inactivity.	M		
S-8	The solution shall not store authentication credentials or sensitive Data in its code.	M		
S-9	The solution shall log all activities to a central log server to prevent parties to application transactions from denying that they have taken place. The logs shall be kept for three months	M		
S-10	The solution must allow a user to explicitly terminate a session. No remnants of the prior	M		

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	session should then remain.			
S-11	The solution Data shall be protected from unauthorized use when at rest or from unauthorized individuals.	M		
S-12	Subsequent solution enhancements or upgrades shall not remove or degrade security requirements	M		
	MAINTENANCE **			
MA-1	Current System Maintenance- Year 1	M		
MA-2	On-Going Maintenance – Year 2	M		
MA-3	On-Going Maintenance – Year 3	M		
MA-4	On-Going Maintenance – Year 4	M		
MA-5	On-Going Maintenance – Year 5	M		

**** Maintenance shall include Current Support Items, Current Defect Activity, Current Enhancements awaiting Implementation and on-going Enhancements and Defects during the Term of the Contract.**

C-3 DELIVERABLES

Table C-3 Deliverables Vendor Response Checklist

DELIVERABLE	DELIVERABLE TYPE	EXPLAIN HOW YOUR SOLUTION MEETS THE REQUIREMENT. CITE THE PAGE OF YOUR PROPOSAL.	
GENERAL			
Conduct Kickoff Meeting	Non-Software		
Status Meetings	Non-Software		
Work Plan/Overall Project Management Plan	Written		
<u>Solution implementations:</u> a. Treasury Offset Program b. Benefit Payment Control Case Management c. SIDES/SEW d. Appeals Unit Business Process Review e. Adjudication Smart Scheduler f. Automated Appeal Reminder Communications System g. Trade Module Changes	Software		
Final Implementation meetings (1 per SBR)	Non-Software		

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Holdback Payment	Non-Software		
Maintenance and Support	Software		
TREASURY OFFSET PROGRAM			
Analysis report of current business and technical operations that require modification	Written		
Detail design document of changes	Written		
Test plan	Written		
Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	Non-software/Written		
UAT	Software		
Implementation plan/action	Non-Software/Software		
Maintenance plan	Non-Software		
BENEFIT PAYMENT CONTROL CASE MANAGEMENT			
Requirements matrix of the case management requirements that NHUIS must support	Non-Software		
Detailed design to support the case management requirements and layout of new tables, coding and screens	Non-Software		
Test plan and test implementation	Non-Software		
Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	Non-software/Written		
UAT	Software		
Implementation plan/action	Non-Software/Software		
Maintenance plan	Non-Software		
SIDES/SEW			
Document of the requirement for standardization and automation with SIDES and the development of SEW	Written		
Document the changes to NHUIS required to implement SIDES	Written		
Design document of the changes to be tested and implemented	Written		

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Design document of the web service application to be developed	Writte		
Test plan and data for testing SIDES and SEW	software		
Test results	written		
Training and preparation documents for UAT	Non-software and written		
Implementation plan for SIDES and SEW with the NHUIS changes identified	software		
Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	Written/non-written		
On-going maintenance plan	written		
APPEALS UNIT BUSINESS PROCESS REVIEW			
Produce an audit report identifying the business processes that need to be re-engineered with recommended changes	written		
Produce an audit report identifying the technical processes that need to be revised with recommended changes	written		
Create an action plan to implement both business and technical changes	written		
Create a test plan for technical changes with design documents	Written/software		
Test results and Training Plan	written		
UAT plan and implementation of changes	Written/software		
Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	Non-software/written		
On-going maintenance plan	written		
ADJUDICATION SMART SCHEDULER			
Report on the business processes of the adjudicators	Written		
Report defining the requirements and specifications for a smart scheduler	Written		
Design document for the automated smart scheduling system to automatically schedule interviews with claimants and employers attached to an	Written		

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unemployment claim being adjudicated			
Design document for an electronic calendar within the smart schedule to track activities and monitor workloads and allow assignment of case interviews to an adjudicator.	Written		
Defined document of the changes required in NHUIS with a test plan	Written		
Code and test results for the scheduler and calendar changes in NHUIS	Software		
User Acceptance and Implementation plan	Written, Software		
Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	Non-Software/Written		
Implementation and on-going maintenance plan	Software, Written		
AUTOMATED APPEAL REMINDER COMMUNICATIONS SYSTEM			
Requirements Matrix to change NHUIS to accommodate call reminder communications software	Written		
Design document for changes to NHUIS	Written		
Test Plan and results document	Written		
User acceptance test plan	Written		
Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	Non-Software, Written		
Implementation and on-going maintenance plan	Software, Written		
TRADE MODULES			
Health Care Tax Credit (HCTC)	Software		
Mileage/Subsistence	Software		
Training	Software		
Potentially Affected Worker (PAW)	Software		
Trade Adjustment Act (TAA)	Software		
Trade Readjustment Act (TRA)	Software		
Training Obligations	Software		

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Readjustment Trade Allowance Act (RTAA)	Software		
Petitions	Software		

MAINTENANCE**			
On-Going Maintenance - Year 1	Software		
On-Going Maintenance –Year 2	Software		
On-Going Maintenance –Year 3	Software		
On-Going Maintenance –Year 4	Software		
On-Going Maintenance –Year 5	Software		

**** Maintenance shall include Current Support Items, Current Defect Activity, Current Enhancements awaiting Implementation and on-going Enhancements and Defects during the Term of the Contract.**

C-4 CURRENT INTERFACES

Table C-4: NHUIS System Interfaces

AGENCY NAME	SYSTEM/SUBSYSTEM NAME EX: HEIGHTS, BRIDGES, ETC.	FUNCTION	FREQUENCY (DAILY, WEEKLY, MONTHLY, ANNUALLY, ETC.)
NHES	EMTEX Printing System	Send check print file and correspondence file to EMTEX for address checks and postal ordering	D
Citizens Bank	Receives electronic checks that cleared the bank	Flat file is picked up by this Agency for processing	D
Citizens Bank	Sends electronic check file of checks issued	Flat file is sent to Citizens Web Site daily	D
US Dept of Labor	Benefit Timeliness and Quality (BTQ) skeleton data file (Benefits timeliness and quality, non-monetary workload.)	SUN system – Quality Control (QC) loads file of skeleton data and keys results of reviews. Files built to federal specifications.	Q
US Dept of Labor	UI Required Reports – Benefits claims and payment data, time lapse reports, appeals and other reports.	SUN system – Economic and Labor Market Information (ELMI) keys data into system. Flat file for loads need to be built to federal specifications.	W, M, Q
US Dept of Labor	UI DATA VALIDATION (UIDV) extract files to	SUN system – QC loads (flat) extract files and keys results of	Q

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	validate data on UI Required report system. Multiple files.	review. Files built to federal specifications.	
US Dept of Labor	Benefit Accuracy Measurement (BAM) and Denied Claims Accuracy (DCA)	SUN system – QC loads sample summary data file and sample selection data (flat files) and keys investigation results manually.	W
NHES/JMS	Benefits claims data and profiling status	Flat file of benefit information sent to Job Match System (JMS)	D
DHHS – New Hire	New Hires data from employer reports is extracted and sent for Child Support Enforcement	FTP	D, W, M, Q
NHES – New Hampshire Accounting Contribution Tax System (NHACTS)	Employer name file – related employer information in a flat file from NHACTS to a mainframe file for use in charging process	Flat file transferred to mainframe to update employer file	D
Affiliated Computer Services (ACS)	SIDI (State Information Data Inquiry) is a CICS transaction	Access out-of-state claim information online	D
Affiliated Computer Services (ACS)	DDBI (Distributive Database Index)	Facilitates exchange of wage information between the States and the Federal government	D
Affiliated Computer Services (ACS)	Interstate Benefit Inquiry (IBIQ) IBIQ is a CICS transaction	Access wage information online	D
Affiliated Computer Services (ACS)	Withdraw Invalid Claim (WIC) IBWI is the CICS transaction	Not a direct link to NHUS – system using ACS line to report withdrawn claims	D
Affiliated Computer Services (ACS)	Interstate Connection (ICON) system, uses NHUS wage and claimant data to respond to information requests from other states. Updates NHUS files with responses from other states. CICS transactions include IB1, IB4, IB5, IB13, HAND, INSW	Files created daily and exchanged nightly with Affiliated Computer Services.	D
Affiliated Computer Services (ACS)	Billing information to other states, uses charge extract to develop bill to be sent to other states. Transaction is IB6	File sent to Affiliated Computer Services	Q
Affiliated Computer Services (ACS)	Quarterly extract of data sent to ACS. On daily basis requests for information from other states use NHUS to	Quarterly file sent to ACS. On daily basis requests for information from other states use NHUS to generate responses	D, Q

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	generate responses. Wage Record Interchange System (WRIS)		
Affiliated Computer Services (ACS)	Liabe Agent Data Transfer (LADT) report on out-of-state claims, uses NHUS claimant data to generate an extract file each week	LADT file sent to ACS weekly	W
Affiliated Computer Services (ACS)	Interstate cross-match – ssn x-match to detect fraud - report is run to check for people filing in more than one state in an illegal manner	Quarterly extract file of claims sent to ACS	Q
Affiliated Computer Services (ACS)	Health Care Tax Credit (HCTC)	Not a direct link to NHUS – file sent to ACS to report persons eligible for tax credit during unemployment	D
IRS	1099 - NHUS read for claimant addresses and taxes withheld	1099 file sent to IRS, daily extract from NHUS to update a mainframe file with this information.	A
NHES – Job Match System (JMS)	Import to JMS returning wage and claimant information for Federal Reporting.	Flat file sent to JMS. Two times quarterly	2XQ
NHES - JMS	Export for Pickup Placements. Requests information from wage file and new hire file on specific individuals	Flat file to mainframe - monthly	M
NHES - JMS	Import returning info for Pickup Placements Runs Monthly.	Flat file to Job Match System - monthly	M
NHES - JMS	Import for Trade Act Participant Report (TAPR) federal requirement.	Flat file to Job Match System. Quarterly	Q
NHES - JMS	Export returning info for TAPR	Flat file to mainframe - Runs Quarterly.	Q
NHES – New Hampshire Accounting Contribution Tax System (NHACTS)	File of gross wages sent from mainframe to the NHACTS system	Flat file FTPed to NHACTS quarterly	Q
DHHS – New Heights	Daily, Monthly, Quarterly, UI and Wages data	FTP file to DHHS	D, M, Q
DHHS – Child Support	Weekly x-match UI and Wages	FTP file to DHHS	W

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NHES	Wage requests from ELMI	CD to NHES – ELMI	M
NH Admin Services	State Biweekly Wages of all State employees	Update NHES wage file and send to WIN202 system	W
NHES – Appeals	Monthly extract of appeal information	Text file to Appeals	M
NHES – ELMI	Long Term Claimant List	Spreadsheet to ELMI & ES Director	W
DHHS – Special Investigations	Miscellaneous wage and UI payment requests via paper	Weekly via paper	W
Employers	Wage data sent in quarterly	Updated into wage database – paper and electronic	Q
NHES – ELMI	Information on continued and initial claims sent to Program to Measure Insured Unemployed Statistics System (PROMIS)	Flat file to ELMI to upload into PROMIS database - weekly	W
DHHS – Mead Contract	UI payments and Wage records provided for specific SSNs	Once a year	A
NHES – ERI/BRI	1-on-1 case management scheduler	Issues and notepad entries made in NHUS from this system	D
Social Security Administration	UI Benefits and Wage information used to verify Social Security Benefit eligibility	Direct access to NHES UI wage and benefit data	
Social Security Administration	Validation of Social Security Numbers with Social Security Administration (SSA)	Validation will be real-time or batch	
US Citizenship and Immigration Services	Validation of Alien Registration Numbers with US Department of Justice, Immigration and Naturalization Services (INS)	Validation will be real-time or batch, currently only method is using a Web site with secure connection to request status of alien individually.	
National Directory of New Hire	Will receive national new hire information to process for possible UI benefit overpayments	No information available currently	
IRS	Collection of overpayments from federal income tax returns	No information available currently	
Affiliated Computer Services (ACS)	Inquiry into federal wage database	Online inquiry into national wage database – Wage Record Interchange System (WRIS)	

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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.

Topic	Page Limit
Proposed Software Solution	
Topic 1 – Company Background	1
Technical, Services and Project Management Experience	
Topic 2 - Assurance of Business Continuity	3
Topic 2A – Ad hoc Reporting	5
Topic 3 - Technical Knowledge Transfer	5
Topic 4 – Transition Plan to New Vendor and State DoIT Staff	6
Topic 5 - Implementation Approach	10
Topic 6 - Testing	6
Topic 7 - Interfaces	3
Topic 8 - User Training Approach	6
Topic 9 - System Acceptance Criteria	6
Topic 10 - Status Meetings and Reports	3
Topic 11 - Risk and Issue Management	3
Topic 12 - Scope Control	2
Topic 13 – Preparation of State Staff on Project Team	6
Topic 14 - Quality Assurance Approach	6
Topic 15 - Work Plan	No Limit
Topic 16 – Support and Maintenance	2
Topic 17 – Value Added and Innovation	2

D-1 PROPOSED SOFTWARE SOLUTION

Topic 1 – Company Background

Response Page Limit: 1

Provide an appendix with sales literature describing the company background and experience with the proposed solution.

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

Topic 2 – Assurance of Business Continuity

Response Page Limit: 3

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The State will evaluate the degree to which the plan proposed to assure business continuity mitigates risk to the State, and its potential for Implementation (cost effective and easy to implement).

<SAMPLE>

- The State wishes to consider provision for assurance of business continuity as an optional component of the Solution.

Topic 2A – Ad Hoc/Federal Reporting

Response Page Limit: 5

The State will evaluate reporting capabilities for robustness, ease of use and impact on transaction processing. It will also evaluate the degree to which standard federal reports are incorporated into the Software. This additional reporting capability is only for the new SBR coding.

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

Discuss how support is provided for ad hoc reporting without disruption to processing of transactions. Describe how the following needs are addressed:

- Ad hoc reporting;
- Online analytical processing (OLAP);
- Creation of Data extracts, and
- Historical reporting.

New Hampshire agencies are required to submit a variety of reports to federal authorities. Because the same reports are also required by other jurisdictions, the State believes that the solution software tailored for state governments will provide all or many required reports. Provide a brief overview of federal reports provided in the proposed Software. In an appendix organized by federal agency, list specific reports provided by form number and name.

Topic 3 – Technical Knowledge Transfer

Response Page Limit: 5

The State will evaluate whether the technical knowledge transfer described in the Proposal will prepare State staff to accept full responsibility for maintaining the Vendor proposed Solution 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, and hands on sessions for State technical staff.

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- 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. It will be the Vendor's responsibility to describe how they will educate State staff to support new enhancements independently.
- Describe training manuals and guides that will be distributed and used during training sessions.

Topic 4 – Transition Plan to New Vendor and State DoIT Staff.

Response Page Limit: 8

In the event that a new vendor is selected the vendor is required to provide a transition plan that identifies the critical tasks that need to occur at the inception of the contract to provide a smooth and orderly transition of functions between the outgoing vendor and the new vendor with minimal disruption to the operation. It is anticipated that this transition will take up to six (6) months. It is recognized that there will be considerable disruption to the ongoing business due to a slowdown of enhancements and fixes during the transition period. The plan should discuss these changes and how they will be managed.

The plan must include the total hours needed for this transition broken out by incoming vendor staff, outgoing vendor staff, and State staff time. In addition to the initial transition period, the plan must address how the vendor will work cooperatively to transition out at the end of the contract.

Topic 5 – Implementation Approach

Response Page Limit: 10

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

- The State would like to implement all modules of the selected Solution as quickly as feasible at the lowest possible price. The State recognizes, however, that it might have difficulty coping with a "big bang" Implementation strategy. Consequently, the State seeks suggestions on an implementation approach.
- Provide one or more feasible Solution Implementation plans. For each plan provided:
 - a. Identify timeframes for major milestones.;
 - b. Discuss cost implications of the plan, including implications on maintenance fees; and
 - c. Address the level of risk associated with the plan.

Identify the Implementation Plan used as a basis for the cost Proposal.

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Topic 6 – 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 process. 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 User Acceptance Testing, but support from the selected Vendor is required in all but the TOP solution implementation. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a proposed test plan.
- Will configured Software be delivered in functional components for State Acceptance Testing?
- How much time should the State allow to complete User Acceptance Testing of a component?
- What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in Acceptance Testing?
- What support will be provided to prepare State User Acceptance Testing staff during testing? How will on-site support for the State testing team be provided?
- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?
- Based on experience in similar projects, how many and what types of Defects are likely to be encountered in Acceptance Testing? (Include metrics from other projects to support this response.)
- How much time is available for comprehensive testing and correction of Defects prior to Implementation? Based on metrics from similar projects, is it sufficient? (Provide information from other projects to support this response.)
- If frequency exceeds the expected level, what corrective actions will be instituted?
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Software Defects be corrected?
- 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 and prioritization of Defects?
- Will System performance be measured and documented using the State's infrastructure and data? If yes, how?

Provide a sample User Acceptance Test Plan from a completed project as an appendix.

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Topic 7 – Interfaces

Response Page Limit: 3

The State will evaluate the quality, ease of programming, and the nature of the proposed assistance in developing required interfaces.

- Current interfaces are listed in Appendix C, Section C-4: *Current Interfaces*. Some of these interfaces may not be used when the solutions are implemented but others will be required.

Topic 8 – 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 deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

- The State understands the importance of training for a successful Solution Implementation. The State seeks a detailed discussion of training alternatives in addition to a recommended training approach.
- Questions to address include, but are not limited to, the following:
 - What type of training (instructor led, computer based, hands-on) 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 9 – Solution Software Acceptance Criteria

Response Page Limit: 6

The State will evaluate whether proposed Acceptance criteria will assure the State that the new Solutions are functioning effectively.

- Propose measurable criteria for State final Acceptance of the Solution. Discuss how the proposed criteria serve the interest of the State.

Topic 10 – Status Meetings and Reports

Response Page Limit: 3 – Appendix Required

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

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- The State believes that effective communication and reporting are essential to Project success. At a minimum, the State expects the following:
 - **Introductory Meeting:** Participants will include Vendor key Project staff and State Project leaders from both the Department of Employment Security and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
 - **Kickoff Meeting:** Participants will include the State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
 - **Status Meetings:** Participants will include, at a minimum, Vendor Project Manager and the State Project Manager. 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 and error 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 weekly basis, in accordance with the Contract.
 - **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 status reports in accordance with the Schedule and terms of the Contract. All status reports shall be prepared in formats approved by the State. The Vendor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Vendor shall produce Project status reports, which shall contain, at a minimum, the following:

- 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 (2) week period
- e. Future activities
- f. Issues and concerns requiring resolution
- g. Report and remedies in case of falling behind Schedule

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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.

As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

Topic 11 – 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 a Contract between the State and the Vendor.

Topic 12 – Scope Control

Response Page Limit: 2

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only 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.
- Demonstrate your firm's ability to manage scope creep by discussing tools and methodologies, as well as past project experiences.

Topic 13 - Preparation of State Staff on Project Team

Response Page Limit: 6

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

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- Describe how State staff assigned to the Project Team will be prepared to contribute. Provide an overview of Project Team interactions and dependencies between functions. State staff currently involved in the project is: Software Testers, Business System Analysis, Project Manager, System Developers, Data Base Administrators, UNIX Support Staff, Web Sphere Support Staff, Help Desk Staff, Computer Operations Staff and Business Users.

Topic 14 – Quality Assurance Approach

Response Page Limit: 6

The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.

- 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 be 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 15 - Work Plan

Response Page Limit: None –

The State will evaluate whether the Vendor’s preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project management “best practices” and be consistent with narratives on other topics. The software to be used to support the ongoing management of the Project should also be described in the Work Plan.

- 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 prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
- Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.

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- Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss 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.
- 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 weekly and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

Topic 16 – Support and Maintenance

Response Page Limit: 2

The State will evaluate whether the Vendor's proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including scheduled maintenance and any other dependencies for on-going support and maintenance of the system. The Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current "best practices" for these tasks.

- Describe process for maintenance of the general knowledge base.
- Describe any particular procedures required to handle escalation and emergency calls
- Detail the plan for preventive maintenance
- Detail the types and frequency of support tasks required

Topic 17 – Value Added and Innovation

Response Page Limit: 2

The State would like to give vendors the opportunity to explain any additional value added services and/or technology innovation they would like to provide to help keep the State current in best business practices, state of the art technologies and solutions. Vendors have unique experience and expertise with industry trends and strategies used in maintaining a system such as NHUIS. It is expected that any of these recommended services be provided as part of the contract. Some areas could be but are not limited to:

- Enhancement to System Performance
- Web Technology Enhancements
- System Security
- Etc.

Any recommendations before implemented will have to be mutually agreed upon by both the State and the vendor before any action will be taken. These recommendations shall also meet State Technology Standards as set by the Department of Information Technology.

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting a Software Solutions vendor for development and implementation of additional functionality to an existing system and total system maintenance and support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- (1) corporate qualifications of each Vendor Staff 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 who will participate in the Project. Vendors submitting a Proposal must identify any 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 Implementation and experience in New Hampshire.

E-1.1.2 Financial Strength

Provide at least one of the following:

- 1 The current Dunn & Bradstreet report on the firm; or
- 2 The firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement; or
- 3 The firm's most recent income tax return. For example, either a copy of the IRS Form 1065, U.S. Return of Partnership Income or Schedule E (IRS Form 1040) Supplemental Income and Loss (for partnerships and S corporations) OR IRS Form 1120, U.S. Corporation Income Return. These forms are typically submitted when a Vendor does not have audited financial statements.

E-1.1.3 Litigation

Identify and describe any claims made 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 at least (2) similar UI projects successfully completed in the last five (5) years. Each project description should include:

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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 described

E-1.1.5 Subcontractor Information

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

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

E-2 Team Organization and Designation of key Vendor staff

Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the entire Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Key staff are preferred to have the following expertise, describe what of the below expertise your key staff has.

AcuCobol
PL/SQL
SQL
UNIX
TOAD
\$Universe
Java J2EE
JavaScript
Crystal Reports
Metavante or another forms creation package

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 for coverage of the organization. The required format follows.

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Table E-2: 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 full time, on site for the duration of the Project. For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- The candidate's educational background;
- An overview of the candidate's work history;
- The candidate's project experience, including project type, project role and duration of the assignment;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) 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;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the individual's performance on past projects.

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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 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List

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

Table F-1: Deliverables Pricing Worksheet

DELIVERABLE	PAYMENT DATE	PAYMENT AMOUNT
GENERAL		
Conduct Kickoff Meeting		
Status Meetings		
Work Plan/Overall Project Management Plan		
<u>Solution implementations:</u> a. Treasury Offset Program b. Benefit Payment Control Case Management c. SIDES/SEW d. Appeals Unit Business Process Review e. Adjudication Smart Scheduler f. Automated Appeal Reminder Communications System g. Trade Module Changes		
Final Implementation meetings (1 per SBR)		
Holdback Payment		
Maintenance and Support		
TREASURY OFFSET PROGRAM		
Analysis report of current business and technical operations that require modification		
Detail design document of changes		
Test plan		
Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff		
UAT		
Implementation plan/action		
Maintenance plan		
BENEFIT PAYMENT CONTROL CASE MANAGEMENT		

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Requirements matrix of the case management requirements that NHUIS must support		
Detailed design to support the case management requirements and layout of new tables, coding and screens		
Test plan and test implementation		
Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff		
UAT		
Implementation plan/action		
Maintenance plan		
SIDES/SEW		
Document of the requirement for standardization and automation with SIDES and the development of SEW		
Document the changes to NHUIS required to implement SIDES		
Design document of the changes to be tested and implemented		
Design document of the web service application to be developed		
Test plan and data for testing SIDES and SEW		
Test results		
Training and preparation documents for UAT		
Implementation plan for SIDES and SEW with the NHUIS changes identified		
Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff		
On-going maintenance plan		
APPEALS UNIT BUSINESS PROCESS REVIEW		
Produce an audit report identifying the business processes that need to be re-engineered with recommended changes		
Produce an audit report identifying the technical processes that need to be revised with recommended changes		
Create an action plan to implement both business and technical changes		
Create a test plan for technical changes with design documents		
Test results and Training Plan		

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UAT plan and implementation of changes		
Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff		
On-going maintenance plan		
ADJUDICATION SMART SCHEDULER		
Report on the business processes of the adjudicators		
Report defining the requirements and specifications for a smart scheduler		
Design document for the automated smart scheduling system to automatically schedule interviews with claimants and employers attached to an unemployment claim being adjudicated		
Design document for an electronic calendar within the smart schedule to track activities and monitor workloads and allow assignment of case interviews to an adjudicator.		
Defined document of the changes required in NHUIS with a test plan		
Code and test results for the scheduler and calendar changes in NHUIS		
User Acceptance and Implementation plan		
Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff		
Implementation and on-going maintenance plan		
AUTOMATED APPEAL REMINDER COMMUNICATIONS SYSTEM		
Requirements Matrix to change NHUIS to accommodate call reminder communications software		
Design document for changes to NHUIS		
Test Plan and results document		
User acceptance test plan		
Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff		
Implementation and on-going maintenance plan		
SUBTOTAL GENERAL AND SBRs		
TRADE MODULES		
Health Care Tax Credit (HCTC)		
Mileage/Subsistence		
Training		
Potentially Affected Worker (PAW)		

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Trade Adjustment Act (TAA)		
Trade Readjustment Act (TRA)		
Training Obligations		
Readjustment Trade Allowance Act (RTAA)		
Petitions		
SUBTOTAL TRADE MODULES		

MAINTENANCE **		
On-Going Maintenance - Year 1		
On-Going Maintenance –Year 2		
On-Going Maintenance –Year 3		
On-Going Maintenance –Year 4		
On-Going Maintenance –Year 5		
SUBTOTAL MAINTENANCE		

**** Maintenance shall include Current Support Items, Current Defect Activity, Current Enhancements awaiting Implementation and on-going Enhancements and Defects during the Term of the Contract.**

SUMMARY COST TABLE

ITEM	AMOUNT
SUBTOTAL GENERAL AND SBRs	
SUBTOTAL TRADE MODULES	
SUBTOTAL MAINTENANCE	
TOTAL AMOUNT	

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 December 31, 2012.

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

Position Title	Hours	Hourly Rate	Subtotal
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			(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: Proposed Vendor Staff and Resource Hours Worksheet

Title	Name	Initiation	Configuration	Implementation	Project Close out	TOTAL
Project Manager						
Position #1						
Position #2						
Position #3						
TOTALS						

F-4 Future Vendor Rates Worksheet

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

Table F-4: Future Vendor Rates Worksheet

Position Title	SFY 2013	SFY 2014	SFY 2015	SFY 2016
Project Manager				
Position #1				
Position #2				
Position #3				

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F-5 Software Maintenance and Support Pricing Worksheet

Table F-5: Software Maintenance and Support Pricing Breakout Worksheet

	FY 2012	FY 2013	FY 2014	FY 2015	FY2016
System Maintenance					
Support Services					

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APPENDIX G-1 TESTING 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, regression testing, and performance and stress testing, Security review and testing, and support of the State during user Acceptance Testing (UAT).

G-1.1 Test Planning and Preparation

The overall 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 both in terms of effort and duration.

Vendors must disclose in their proposals the scheduling assumptions used in regard to the Client resource efforts during testing.

State testing will commence upon the Vendor Project Manager's certification, 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.

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 Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

G-1.2 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.

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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	Back end system integration testing will be completed by the Vendor and State DoIT development staff while front end system integration testing is completed by the users as part of the user acceptance testing phase.
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. 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>.
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

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	components still meet their specified requirements. The Vendor shall notify the State no later than <five (5) business days> from the Vendor's receipt of notice of the test failure when the Vendor expects the corrections to be completed and ready for retesting. When a programming change is made in response to a problem identified during user testing, a regression test should validate that the change/update has been properly incorporated into the program and validate that there has been no unintended change to the other portions of the program. For regression testing the State will need a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly and the program still operates correctly. Prior to additional UAT testing 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 described in this section.
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APPENDIX G-2: SAMPLE CERTIFICATES

A. New Hampshire Certificate of Authority or Certificate of Good Standing

(VENDORS NEED TO SUBMIT WHEN AWARDED A CONTRACT)

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 2011, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

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

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

Note: Sovereign states or their agencies may be required to submit suitable substitute documentation concerning their existence and authority to enter into a Contract

B. Certificate of Vote

(Authority to enter into a Contract with the State)

This authorization notification must be consistent with the Vendor's corporate structure and must accompany the signed Contract.

An officer of the company, name and title, must certify that the person signing the Contract has been given the authority to do so. That authority must be in effect the day the Contract is signed. The certifying official must not be certifying him or herself, unless it is a sole proprietorship.

The document must certify that:

The signature of <THE NAME AND POSITION OF THE SIGNOR OF THE CONTRACT> of the Corporation affixed to any Contract instrument or document shall bind the corporation to the terms and conditions of the Contract instrument or document.

B. The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date of the Contract.

SAMPLE:

CERTIFICATE
(Corporation Without Seal)

I, _____, do hereby represent and certify that:
(Name of Certifier)

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(1) I am _____ of _____,
(Position of the Certifier) (Corporation/Company Name)

a(n) _____ Corporation (the Corporation).
(Describe Corporate Type)

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on _____, (Date of Meeting)
which meeting was duly held in accordance with _____ law and the by-laws of the (State)
Corporation.

(5) The signature of _____ of this Corporation

(name and position of the signor of the contract)
affixed to any Contract instrument or document shall bind the corporation to the terms and conditions

of the Contract instrument or document.

(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as _____ of the Corporation.
(position of the Certifier)

Dated: _____
(Current Date)

(Certifier Signature and Title)

STATE OF _____

COUNTY OF _____

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APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS- P-37

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion 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 and Title of Contractor Signatory	
1.13 Acknowledgement: 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 and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive 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 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to 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 have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of 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 appropriated 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 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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 N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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.

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 Contractor 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, sexual orientation, 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 (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 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, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor 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 this Agreement. This provision shall survive termination of this Agreement.

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 for the State.

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 ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term 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;

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;

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/or

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 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 N.H. RSA chapter 91-A or other existing law. Disclosure of data requires 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 of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached 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, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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, 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 occurrence; and

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

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement 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 and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor 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. Contractor shall furnish the Contracting Officer identified in block 1.9, 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 and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 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 Contractor.

17. 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, herein.

18. 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 Executive Council of the State of New Hampshire.

19. 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. The wording used in this Agreement 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.

20. 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.

21. HEADINGS. The headings throughout the Agreement 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 this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. 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.