

**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
LEGAL CONSULTANT SERVICES RFP
OIT-RFP 2007-029**

**REQUEST FOR PROPOSAL
FOR LEGAL CONSULTING SERVICES**

I. GENERAL DESCRIPTION

The State of New Hampshire, Office of Information Technology (“OIT”), in partnership with the State of New Hampshire, Department of Justice (“DOJ”) and the State of New Hampshire, Department of Administrative Services (“DAS”) (collectively referred to as the “State”), is soliciting proposals from qualified attorneys and/or law firms (“Proposers”), for assistance and counsel by a legal consultant(s) that possesses extensive experience in government procurement, information technology law, and intellectual property law.

The objective of this Request for Proposal (“RFP”) is to engage qualified Proposer(s) to assist and counsel OIT, under the supervision and direction of DOJ, and in collaboration with DAS, in the area of information technology procurement and related intellectual property law as more fully described in the Statement of Work herein (Section II).

The State intends to engage one (1) or more Proposer(s) that can provide the State with the overall best value as it deems appropriate and in its sole discretion. The State intends to enter into a not to exceed contract with selected Proposer(s) in which all payments to the Proposer cannot exceed a total price limitation. A contract(s) resulting from this RFP shall remain in effect for a period of twelve (12) months with the State retaining the sole option to extend the contract(s), at its discretion, for up to an additional twelve (12) months. The State also reserves the right, at its discretion, to award a contract(s) by item, part or portion of an item, group of items, or total proposal.

The available funding for the initial twelve (12) month term of this engagement, excluding extension options, is estimated to total \$40,000.00.

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II. STATEMENT OF WORK

1. **General Legal Services:** Provide general legal services to the State on information technology procurement and intellectual property law (see Deliverables below).
2. **Deliverables:** At a minimum, the State seeks to engage a Proposer(s) to perform the following work:

Deliverable 1:

Facilitate information-gathering sessions with stakeholders within sixty (60) days of the effective date of the resulting contract, including, but not limited to: State designated personnel from DOJ, DAS, OIT, other agency personnel, and information technology vendors.

We anticipate two half-day information gathering sessions to receive input relative to the State information technology procurement, contracting, and standard terms and conditions: one (1) with State personnel; one (1) with information technology vendors.

The State will be responsible for the logistics of the two half-day sessions, including expenses and arrangements associated with reserving facilities for sessions and scheduling sessions.

Deliverable 2:

Prepare a comprehensive written summary of the information gathering sessions (see Deliverable 1) and provide written recommended modifications to the State's procurement and contracting processes and State law to meet State goals including, but not limited to: improving the State's ability to obtain best overall value in its information technology procurements while preserving the integrity and competitive basis of the process; and standardizing, improving consistency, and streamlining State's processes and documentation used in State's various information technology procurements.

Deliverable 3:

Develop a suite of information technology oriented templates for use throughout the State for procurement and contracting, including, without limitation, requests for proposals, requests for information, contracts, and amendments. State technology procurements generally include:

- Software licensing
- System/software development
- Support services
- Maintenance services
- Hosting services

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This Deliverable will include advising the State on procurement related legal issues identified in the written summary of information gathering sessions and recommendations to the State (see Deliverable 2), and as identified by the State; and recommendations with regard to process/template usage that incorporates factors such as project size, value, and nature of procurement. Delivery is required no later than 90 days following completion of Deliverable 1 (information gathering sessions).

Deliverable 4:

Develop standardized criteria for the evaluation and selection of information technology vendors.

Deliverable 5:

Conduct a train-the-trainer presentation/training in the use of the implemented procurement/contracting procedures, documentation, etc. The State anticipates one (1) all day session. The State will be responsible for logistics of training (e.g. scheduling, reserving space and associated costs).

3. **Additional Work:** The Proposer(s), at the request of the State, must be available to provide assistance and counseling on other information technology and intellectual property law related issues and matters, including, but not limited to, pending or threatened litigation, and specific procurement projects.

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III. INFORMATION REQUIRED IN PROPOSAL

Each proposal shall include the following:

1. Experience and Qualifications:

- a. Provide a description of how the Proposer will staff this engagement, including, but not limited to, the identity of the attorney that will act as lead counsel and such other attorney(s) as are required to accomplish the goals of this engagement. Describe in detail their individual professional experience, qualifications, relevant background, education, training, special knowledge, skills and abilities, and anticipated duties.
- b. Provide a practice group profile in the case of a firm, or any other written statement that clearly and concisely sets forth the Proposer's relevant experience and qualifications.
- c. Provide a detailed description of other similar engagements undertaken by the Proposer and its proposed staff in the subject area with emphasis on activities relevant and related to the proposed engagement.

2. References:

Identify all government clients, state or federal, including the name, address, telephone number, date of service and contact person's name, of clients to which the Proposer is providing or has provided similar legal services. If no such government client references exist, please provide a minimum of two references, including the name, address, telephone number, date of service and contact person's name, of clients to which the Proposer is providing or has provided similar legal services.

3. Fees:

Proposers are strongly encouraged to provide a significant government discount.

- a. Include a fixed price engagement fee proposal for the deliverables identified in RFP Section II: *Statement of Work*. The fixed price fee proposal must be inclusive of all administrative and clerical charges, if any, including, but not limited to, telephone calls, file review, copying, facsimile transmissions, messenger services, and travel.
- b. Include detailed and specific blended hourly rates for work during the term, or any extensions thereof. The blended hourly rates must be inclusive of all administrative charges, if any, including, but not limited to, telephone calls, file review, copying, facsimile transmissions, messenger services, and travel. All quoted rates shall remain in effect for the full term of the contract, and any extensions thereof, with no increases.

4. Other State Contracts

Provide a detailed description of any contracts or engagements with the State of New Hampshire over the last ten years.

5. Conflicts of Interest/Disciplinary Proceedings

Disclose any past or present accounts, relationships, other employment, or engagements that the Proposer or any partner, associate, member or employee of the Proposer has or has had that may create a conflict of interest or the appearance of a conflict of interest in performing legal services for the State.

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- a. List any and all pending litigation in which the Proposer represents a client against the State of New Hampshire, and/or any of its departments, boards, agencies, other state entities, or officers, employees or agents.
- b. Describe in detail any pending complaints or investigations, or any made or concluded within the past five years, or by any regulatory body or court regarding the conduct of Proposer, or any of its present or former members, employees and associates.
- c. Identify any actual or potential conflict between the Proposer's or its identified staff's family business, or financial interests and the services provided under this RFP.

6. Transmittal Letter:

A completed and fully executed Transmittal Letter (see RFP Appendix D: *Transmittal Letter*) **must** be included in the proposal.

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IV. SELECTION PROCESS

The State will select a Proposer(s) based upon the criteria, standards and weightings contained in this RFP.

1. Criteria

Criterion 1: Prior Experience, Knowledge and Qualifications (maximum 70 Points)

The State seeks to engage a highly qualified Proposer(s) with extensive experience in providing legal services to government entities, state or federal, in the area of information technology and intellectual property law, including, without limitation, technology licensing, software/system development, and hosting services. The attorney(s) proposed to work on this engagement should have extensive work experience and educational background in the area of government procurement of information technology and intellectual property law, including but not limited to, the following: experience in (a) computer and internet related legal issues from an, information technology purchaser perspective, including, without limitation, work in the areas of technology licensing, technology procurement policy development, technology development, hosting services, terms of use, and intellectual property; and (b) general laws and regulations relating to government procurement, including, without limitation, procurement laws, public records law, and records retention laws. Prior experience as general counsel or providing legal services under an engagement with state agencies strongly preferred. The State seeks to engage Proposer(s) with good client relations and excellent customer service record as evidenced by available references from current or former clients.

Criteria 2: Cost maximum (30 points)

The State seeks to retain Proposer(s) to perform the work at *competitive government rates*. Proposer(s) are strongly encouraged to provide a significant government discount from normal commercial rates charged to its clients. The Proposer's cost proposal will be allocated a maximum score of 30 points, and the State will evaluate proposed rates using the formula set forth below. The State will not pay additional charges outside of the proposed rates; thus, all proposed rates must be fully loaded.

$$\text{Vendor's Cost for State Purchased Solution Score} = \\ (\text{Lowest Proposed State Cost} / \text{Vendor's Proposed State Cost}) \text{ times } 30 \text{ points}$$

For the purpose of this formula, the lowest proposed cost is defined as the lowest cost proposed by a qualified Vendor.

2. Planned Evaluation Steps

The State plans to use the following steps:

- a. Perform initial evaluation of proposals
- b. The State may elect, at its sole discretion, to interview some prospective Proposer(s) to gain a fuller understanding of the proposals as it deems necessary, select Proposer(s) without any discussion or interviews, and to request additional information. If the State elects to interview any Proposer(s), the official State Contact will contact prospective Proposer(s) to

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schedule the time and place of the interviews. Proposers selected by the State for interviews should send the lead attorney that will be a primary contact with the State along with other significant members of the legal team.

- c. Request best and final offer, as determined necessary by the State; and
- d. Perform final evaluation of 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 discretion, the step is not needed; and
- c. Notwithstanding any provision of this RFP to the contrary, the State reserves the right to: reject any and all proposals at its discretion and at any time; reject any parts of proposals; not award a contract; re-advertise this RFP; postpone or cancel this RFP at any time; waive any irregularities or inconsistencies in the RFP or proposals; and take whatever action is in the State's best interest as determined by the State in its sole discretion.

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APPENDIX A: SCHEDULE OF EVENTS

The following table provides the tentative schedule of events for this RFP through contract finalization and the State's issuance of a notice to proceed to the successful Proposer(s).

EVENT	ESTIMATED	
	DATE	TIME
1. RFP released to Proposers (on or about)	2/12/2007	
2. Proposer inquiry period begins (on or about)	2/12/2007	
3. Teleconference Registration must be completed by	3/6/2007	(12 NOON EST)
4. Proposer Teleconference	3/6/2007	(2:00PM EST)
5. Proposer inquiry period ends (Final inquiries due)	3/8/2007	
6. Final State responses to Proposer inquiries	3/14/2007	
7. Final date for proposal submission	3/23/2007	(2:30 PM EST)
7. Proposer interviews, if any	TBD	
8. Anticipated contract finalization	TBD	
9. Anticipated Notice to Proceed	TBD	

1. Proposal Submission, Deadline, and Location Instructions

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

State of New Hampshire
Bureau of Purchase and Property
c/o Leslie Mason
25 Capitol Street, Room 102
Concord, New Hampshire 03301

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 Proposer's sole expense. The time of receipt shall be considered when a proposal has been officially documented by the N.H. Department of Administrative Services, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Proposer's responsibility. All proposals submitted in response to this RFP must consist of one (1) original and six (6) clearly identified copies of the proposal, including all required attachments, accompanied by the transmittal letter described in RFP Appendix D: *Transmittal Letter*, herein. The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. One (1) copy of the proposal Transmittal Letter shall be signed by an official authorized to legally bind the Proposer and shall be marked "ORIGINAL." A Proposer's disclosure or distribution of its proposal other than to the State will be grounds for disqualification.

2. Proposal Inquiries

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

Leslie Mason, Information Technology Manager
Office of Information Technology
49 Donovan Street
Concord, New Hampshire, 03301
Telephone: (603) 271-6570
E-Mail: leslie.mason@oit.nh.gov

Proposers are encouraged to submit questions via e-mail, however, the State assumes no liability for assuring accurate/complete e-mail transmission/receipt and is not responsible for acknowledging receipt. Inquiries must be received by the State's RFP Point of Contact (see above) no later than the conclusion of the Proposer Inquiry Period (see RFP Appendix A: *Schedule of Events*). Inquiries received later than the conclusion of the Proposer Inquiry Period may not be considered properly submitted and not be considered at the discretion of the State. The State intends to issue official responses to properly submitted inquiries on or before the date specified in RFP Appendix A: *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 at any time. Official responses will be made in writing.

3. Proposer Teleconference

A **non-mandatory** Proposer Teleconference will be held as identified in Appendix A: *Schedule of Events*. All Vendors that intend to submit Proposals are encouraged to participate in the Proposer Teleconference.

Proposers are **required** to register in advance to receive the teleconference phone number and pass code via email by the date identified in Appendix A: *Schedule of Events*, indicating their intention to participate in the call. Contact Leslie Mason as indicated in RFP Appendix A Section 2: *Proposal Inquiries*.

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Proposers 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.

Proposers are encouraged to email inquiries at least twenty-four (24) hours prior to the Proposer Teleconference. No responses will be given prior to the Proposer Teleconference. Oral answers given at the teleconference will not be binding on the State. The State's final response to Proposer inquiries and any requested changes to terms and conditions raised during the Proposer Inquiry Period will be posted to the website as a RFP addendum.

4. Non-collusion

The Proposer'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 Proposers and without effort to preclude the State from obtaining the best possible competitive proposal.

5. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of proposals in RFP Appendix A: *Schedule of Events*, or until the effective date of any resulting contract, whichever is later.

6. 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 Proposer.

7. Confidentiality of a Proposal

A proposal must remain confidential until the effective date (date of approval by the N.H. Governor and Executive Council) of any resulting contract as a result of this RFP.

8. Public Disclosure

Subject to applicable law or regulations governing confidentiality of State records, including, but not limited to, the Right to Know Law, N.H. RSA Chapter 91-A, the content of all proposals shall become public information upon the effective date (date of approval by the N.H. Governor and Executive Council) of any resulting contract.

9. Proposal Preparation Cost

By submitting a proposal, a Proposer agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the proposal, or for work performed prior to the effective date (date of N.H. Governor and Executive Council approval) of a resulting contract.

10. Interviews

The State reserves the right to require Proposers to be available for interviews. Any and all costs associated with interviews shall be borne entirely by the Proposer.

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11. Award

The State plans to execute a not to exceed contract(s) under which all payments by the State during the term, shall not exceed a total price limitation. If a contract(s) is awarded, the Proposer(s) 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(s) by Governor and Executive Council of the State of New Hampshire.

12. Contract Work

The State makes no guarantee that any services will be purchased from any contract resulting from this RFP.

13. Proposer Selection

Should the State be unable to reach agreement with a Proposer during contract discussions, the State may then undertake contract discussions with the second preferred Proposer and so on. Such discussions may continue at the sole option of the State with Proposers.

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APPENDIX C: CONTRACT PROVISIONS

The State seeks to include the following provisions in a resulting contract(s).

1. Scope of Engagement: The scope of the engagement resulting from this RFP is limited to the scope of work described in the RFP.

2. Effective Date: The contract and all obligations of the parties shall become effective on the date the Governor and Executive Council of the State of New Hampshire approves this contract (the "Effective Date"). The State does not require the Proposer to commence work prior to the Effective Date; however, if the Proposer commences work prior to the Effective Date, such work shall be performed at the sole risk of the Proposer. In the event that the contract does not become effective, the State shall be under no obligation to pay the Proposer for any costs incurred or services performed.

3. Total Price Limitation. Notwithstanding anything in the contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, exceed the total price limitation of the contract set forth in Exhibit B: Price and Payment Schedule of the resulting contract.

4. Non-Exclusive: Any resulting contract from this RFP will be a non-exclusive contract. The State reserves the right, at its discretion, to retain other vendors to provide any of the services identified under this procurement

5. Conditional Nature of contract: Notwithstanding any provision in the contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of

those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the contract immediately upon giving the Proposer notice of such termination.

6. Compliance by Proposer with Laws and Regulations, Equal Employment Opportunity: In connection with the performance of the contract, the Proposer shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Proposer, including, but not limited to, civil rights and equal opportunity laws. The Proposer shall also comply with all applicable local, State, and federal licensing requirements and standards necessary in the performance of the contract. During the term of the contract, the Proposer shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

7. Record-keeping And Retention, Inspection Of Records. The Proposer shall maintain records, books, files and other data relating to this engagement (documents) and in such detail as shall properly substantiate claims for payment under the contract, for a minimum retention period of seven (3) years beginning on the first day after the final payment under the contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving the contract. The State shall have access to such documents upon request.

8. Ownership and Disposition of the State's Files and Records: The State's client file shall consist of all documents and materials pertaining

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to the Proposer's engagement with the State, including, but not limited to, correspondence, notes, memoranda, legal documents and any documents filed in court or with government agencies on the State's behalf. The State's client file is the property of the State and the State may request it at any time, and in any event upon conclusion of the Proposer's engagement with the State. At that point, the Proposer shall close the file and upon request shall forward to the State all or any portion of the file not already furnished to the State, along with any property or records which the State has supplied to the Proposer, regardless of its form. The Proposer agrees to hold the State's files in strictest confidence, and all State information and communications confidential in accordance with applicable state and federal law and regulations, and the applicable rules of professional conduct.

9. Conflicts: The parties understand and acknowledge that the Proposer at any given time may be engaged in representing various clients in matters and proceedings as to which the State of New Hampshire and/or various agencies, boards, commissions and personnel thereof are or may potentially be parties adverse to the Proposer's clients. As a general proposition the State does not view the firm's representation of other clients in unrelated matters as having an adverse effect on the firm's ability to represent the State. However, the Proposer shall advise the State in writing of all present and future clients whose representation may require the assertion of positions adverse to the financial interest of the State, so that the State may undertake an informed consent to any potential conflict of interest. Alternatively, at its sole discretion, the State may elect to agree that this engagement shall not preclude the Proposer from continuing or undertaking such representation, now or in the future, provided the same is unrelated to the matters which are the subject of this engagement. The Proposer shall take all appropriate precautions to ensure that any confidential information gained from the State of New Hampshire or developed by the Proposer's work on this engagement will not be disclosed to members of the Proposer's

organization in connection with other matters, or used in any way by the Proposer during the course of representing other clients in connection with other matters. To the extent it proves necessary to secure waivers from other clients, the Proposer shall assure that any such disclosure to said clients concerning this engagement shall be limited to the disclosure of public information in accordance with RSA Chapter 91-A, and not include any confidential or privileged information, and shall be to the maximum extent consistent with applicable rules of professional conduct. Prior to making any such disclosure to said clients, the Proposer shall identify said clients to the State. The State may terminate the contract by written notice if it finds that a conflict of interest exists, including, but not limited to, a violation by the Proposer of applicable rules of professional conduct in which case the termination shall be considered as a termination for default.

10. Termination for convenience: The State may terminate this engagement at any time and at its sole discretion. The Proposer may terminate this engagement upon fourteen (14) days prior written notice to the State, provided that such termination is consistent with applicable rules of professional conduct.

11. Professional Insurance: Proposer shall maintain in full force and effect during the term of this engagement, and any extensions thereof, professional legal malpractice insurance at a level acceptable to the State.

12. Invoices: All billing shall itemize actual expense receipts, describe in a great deal of specificity work performed and related charges. The State will pay undisputed and correct invoices within thirty (30) days of its receipt.

13. Assignment, Delegation and Subcontracts: The Proposer 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.

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14. Offset. The State reserves the right to offset from any amounts otherwise payable to the Proposer under the contract those liquidated amounts required or permitted under the contract, by RSA 80:7 through 7-C, or any other provision of law.

15. Proposer's Relation to the State: In the performance of the contract, the Proposer is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Proposer nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

16. Waiver of Event of Default: No failure by a party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of a party to enforce each and all of the provisions hereof upon any further or other default on the part of the other party.

17. Notice: Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO VENDOR:

TO STATE:

[Name]	State of New Hampshire
[Address]	Office of Information
[City, State]	Technology
[Zip]	49 Donovan Street
[Tele. No.]	Concord, NH 03301
	603-271-4977

18. Amendment: The contract may be amended, waived, or discharged only by an instrument in writing signed by the parties

hereto and only after approval of such amendment, waiver, or discharge by the Governor and Executive Council of the State of New Hampshire.

19. Construction of Contract and Terms: The contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

20. Third Parties: The parties hereto do not intend to benefit any third parties and the contract shall not be construed to confer any such benefit.

21. Headings: The headings in the contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the contract provisions, and are for reference purposes only.

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

23. Survival: The terms, conditions and warranties contained in the contract that by their context are intended to survive the completion of the performance, cancellation or termination of the contract shall so survive.

24. Entire contract: The contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire contract and understanding between the parties, and supersedes all prior contracts and understandings.

25. HIPAA: The Proposer shall execute a Business Associate agreement in the event that it performs work under the engagement which triggers the applicability of HIPAA.

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APPENDIX D: TRANSMITTAL LETTER

STATE OF NEW HAMPSHIRE PROPOSAL TRANSMITTAL FORM LETTER

Company Name: _____

Address: _____

To: NH OIT Point of Contact: Leslie Mason
Telephone (603) 271-6570
Email: Leslie.Mason@oit.nh.gov

RE: Proposal Invitation Name: Legal Consultant Services RFP
Proposal Number: 2007-029
Proposal Opening Date and Time: 3/23/2007 2:30 PM EST

Dear Ms. Mason:

Proposer Name: _____ hereby offers to provide to the State of New Hampshire the legal consultant services specified in NH OIT 2007-029 Legal Consultant Services Attorney RFP at the price(s) quoted in Proposer Response to RFP Appendix F: *Cost Proposal Worksheets*.

Proposer Signor: _____ is authorized to legally obligate

Proposer Name: _____.

We attest to the fact that:

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

Our official point of contact is _____, Title _____

Telephone _____, Email _____

Authorized Signature Printed _____

Authorized Signature _____

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APPENDIX E: BACKGROUND INFORMATION

1. The Office of Information Technology

The Office of Information Technology was established in 2003 and is the result of the consolidation of various individual agency IT units into one cohesive organization. The goal of the agency is to deliver enhanced technology services, create statewide efficiencies, and manage and coordinate all information technology resources under the Executive Branch of State government.

2. Agency Mission

The mission of the Office of Information Technology is to support the strategic business objectives of State agencies; to create and sustain a secure and reliable information technology environment; and to ensure careful and responsible management of the State's information technology resources. Additional information on the Office of Information Technology and the 2005 – 2009 New Hampshire Information Technology Plan is available at: <http://www.nh.gov/oit/internet/index.php>.

3. Project Overview

The contracts Unit of the OIT Logistics Bureau is a contract process management and consulting group. The unit advises agencies on how to effectively move information technology services and licensing contracts through the State's complex approval process and ultimately attain Governor and Executive Council authorization to proceed. Through the course of monitoring a contract's progress, the unit consults on project management, project requirements, deliverables, contract structure, negotiations, competitive process, and other contract related issues.

With the goal of increasing efficiencies, driving information technology contract standardization, increasing contract quality, and maintaining process integrity, we are seeking an experienced Proposer(s) to assist with the development of standardized Request for Proposal (RFP) and contract templates.

Due to the uniqueness of the information technology environments and level of customization required in the project description, the State is developing tools to assist with the process of procuring these services.

4. Goals and Objectives for the Legal Consulting Services Project:

- a. Quality improvements
- b. Efficiency and effectiveness
- c. State employee's service empowerment
- d. Compliance with State laws
- e. Effective legal protection for the State
- f. Competitive process integrity
- g. Standardization of terms
- h. Information technology project success
- i. Wise and effective investment of tax-payer funds

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APPENDIX F: COST PROPOSAL WORKSHEETS

A Proposer's cost proposal must be based on the worksheets formatted as described in this appendix. The following format must be used to provide this information.

Table F-1 Firm Fixed Price Engagement

Activity / Deliverable	Fixed Price Cost
<i>Deliverable 1</i> Facilitate information-gathering sessions with stakeholders within sixty (60) days of the effective date of the resulting contract, including, but not limited to: • State designated personnel from DOJ, DAS, OIT, other agency personnel, and information technology vendors. • We anticipate two half-day information gathering sessions to receive input relative to the State information technology procurement, contracting, and standard terms and conditions: one (1) with State personnel; one (1) with information technology vendors. • The State will be responsible for the logistics of the two half-day sessions, including expenses and arrangements associated with reserving facilities for sessions and scheduling sessions.	
<i>Deliverable 2</i> Prepare a comprehensive written summary of the information gathering sessions (see Deliverable 1) and provide written recommended modifications to the State's procurement and contracting processes and State law to meet State goals including, but not limited to: improving the State's ability to obtain best overall value in its information technology procurements while preserving the integrity and competitive basis of the process; and standardizing, improving consistency, and streamlining State's processes and documentation used in State's various information technology procurements.	
<i>Deliverable 3</i> Develop a suite of information technology oriented templates for use throughout the State for procurement and contracting, including, without limitation, requests for proposals, requests for information, contracts, and amendments. State technology procurements generally include: • Software licensing • System/software development • Support services • Maintenance services • Hosting services This Deliverable will include advising the on procurement related legal issues identified in the written summary of information gathering sessions and recommendations to the State (see Deliverable 2), and as identified by the	

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State; and recommendations with regard to process/template usage that incorporates factors such as project size, value, and nature of procurement. Delivery is required no later than 90 days following completion of Deliverable 1 (information gathering sessions).	
<i>Deliverable 4</i> Develop standardized criteria for the evaluation and selection of information technology vendors.	
<i>Deliverable 5</i> Conduct a train-the-trainer presentation/training in the use of the implemented procurement/contracting procedures, documentation, etc. The State anticipates one (1) all day session. The State will be responsible for logistics of training (e.g. scheduling, reserving space and associated costs).	
Fixed Price Project Cost	\$

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Additional Work Rates

The State may request additional services from the selected Proposer(s) and requires fixed rates in the event that additional service is required. Such additional services may include, without limitation, performing legal research and consulting with DOJ, and providing legal advice on other aspects of OIT business. . The following format must be used to provide this information. "SFY" refers to State Fiscal Year.

Table F-3: Additional Work Rates

Position Title	Blended Rate Contract approval through 6/30/2008	Blended Rate 7/1/2008 through 6/30/2009
1.	\$ /hour	\$ /hour
2.	\$ /hour	\$ /hour
3.	\$ /hour	\$ /hour

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