



State of New Hampshire

New Hampshire DRED Website RFP

Department of Resources and Economic Development

New Hampshire DRED Website

RFP 2011-052

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VENDOR CONFERENCE.....March 22, 2011, 1:00PM EST

AT: Department of Resources and Economic Development

STATE POINT of CONTACT.....Amy Bassett
abassett@dred.state.nh.us
603-271-3556

CONTRACT TYPE.....FIRM FIXED PRICE

PROPOSALS DUE.....April 26, 2011 2:30 PM

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
NEW HAMPSHIRE DRED WEBSITES RFP
DRED-RFP 2011-052**

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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 System
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
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

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	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 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.
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.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to form that can be used by the new system.
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
DED	Division of Economic Development
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>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.</p> <p>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</p>

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	<p>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.</p> <p>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.</p>
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.
DRED	Department of Resources and Economic Development
DTTD	Division of Travel and Tourism Development
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
Effective Date	Following Governor and Executive Council approval, the date on which the Contract takes effect
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
F&L	Division of Forests and Lands
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.
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,

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	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 canonicalization
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 work on the Project.
Licensee	The State of New Hampshire
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	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
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
Parks	Division of Parks and Recreation
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

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	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 Vendor's response submitted to the State's request for a Proposal or statement of work.
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.
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

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	RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Resources and Economic Development 172 Pembroke Rd 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 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.
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

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	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 <date for latest end of Contract>
Transition Services	Services and support provided when the contracted Vendor is supporting system changes.
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.
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.
OWO	Office of Workforce Opportunities
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

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	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 DRED, is releasing this Request for Proposal (RFP) to host, maintain, support and maintain the multiple DRED websites and databases.

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.

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 or make an award by item, part or portion of an item, group of items, or total Proposal

If a Contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by 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 July 1, 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 June 30, 2016. The term may be extended for additional periods of five 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 June 30, 2021.

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 Statement of Work

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

- Website migration
- Website Hosting
- Web support and maintenance

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Website development/design
Database development
Data migration/management
Content management
Website copywriting
Information mapping

These Services are further detailed in Appendix C: *System Requirements and Deliverables*.

Overall support and coordination, analyzing and defining business process improvements, configuring, migrating, interfacing/integrating with other agency systems, provide user training, testing and System support Services.

DRED websites currently are all hosted on the same server, except for the OWO websites, which will need to be moved with the other DRED sites to the new hosting environment.

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.

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)	3/4/11	
Vendor Inquiry Period begins (on or about)	3/4/11	
Notification to the State of the number of representatives attending the Optional Vendor Conference	3/18/11	
Optional Vendor Conference; location identified in <i>General Instructions</i> , Section 4.3	3/22/11	1:00 PM
Vendor Inquiry Period ends (final inquiries due)	3/29/11	
Final State responses to Vendor inquiries	4/5/11	
Final date for Proposal submission	4/26/11	2:30 PM
Invitations for oral presentations	5/10/11	

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Vendor presentations/discussion sessions/interviews, if necessary	5/18/11	
Anticipated Governor and Council approval	6/2011	
Anticipated Notice to Proceed	6/2011	

3. SERVICES, REQUIREMENTS AND DELIVERABLES

Each Proposal must present the total NH DRED Websites solution and must address the following areas:

3.1 Requirements

- 3.1.1 Appendix B: *Minimum standards for Proposal Consideration***, compliance with System requirements, use of proposed COTS Software, Vendor Implementation experience, and proposed Project Team.
- 3.1.2 Appendix C: *System Requirements and Deliverables***
- 3.1.3 Appendix D: *Topics for Mandatory Narrative Responses*** for Software, technical, Services and Project Management topics.
- 3.1.4 Appendix E: *Standards for Describing Vendor Qualifications including*** Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.

3.2 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: *System 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.

4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of Administrative Services, Bureau of Purchase and Property, no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to:

**State of New Hampshire
Bureau of Purchase and Property
c/o Amy Bassett
25 Capitol Street, 1st Floor**

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Cartons containing Proposals must be clearly marked as follows:

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Department of Resources and Economic Development
RESPONSE TO DRED RFP 2011-052
NH DRED Websites**

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 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 damage that may occur due to shipping shall be the Vendor's responsibility.

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

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

- a. One (1) original and seven (7) 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.

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.

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:

Amy Bassett, Assistant Director
Department of Resources and Economic Development
172 Pembroke Road
Concord, New Hampshire, 03229
Telephone: (603) 271-2665
Email: abassett@dred.state.nh.us

Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. The subject line for emailed questions should read DRED Website RFP Question.

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

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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 non-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 Resources and Economic Development
172 Pembroke Road
Concord, New Hampshire 03229

All Vendors who intend to submit Proposals are encouraged to 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 two representatives.

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

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

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4.4 Alteration of RFP

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

4.5 RFP 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.

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 System 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

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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 services and requirements for this Contract. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems 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 on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.

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

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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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NH DRED WEBSITES RFP**

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 Resources and Economic Development State Point of Contact:

Amy Bassett
Telephone (603) 271-2665
Email: abassett@dred.state.nh.us

RE: Proposal Invitation Name: NH DRED Websites
Proposal Number: 2011-052
Proposal Due Date and Time: March 18, 2011 at 2:30pm

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH Department of Resources and Economic Development 2011-052 NH DRED Websites RFP 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 2011-052 and any subsequent signed Addendum (a).

Our official point of contact is _____
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 System Requirements and Deliverables

System requirements are provided in Appendix C: *System 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 NH DRED Websites Project. Appendix D: *Topics for Mandatory Narrative Responses* is organized into sections, which correspond to the different deliverables of the Proposal. Discussion of each topic must begin on a new page.

4.18.8 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 *Software Licensing, Maintenance and Support Pricing 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.

A *Website Hosting, Maintenance, and Support Pricing Worksheet* prepared using the format provided in Table F-6 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of Data provided. (If WEB Implications)

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

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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 letter 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 150 points, which shall be applied to the Solution as a whole. Points will be distributed among four (7) factors:

- 25 points – Vendor’s demonstrated design and creative abilities;
- 25 points – Vendor’s experience and knowledge
- 25 points – Vendor’s technical capabilities
- 25 points – Vendor’s ability to provide efficient service and project management;
- 20 points – Vendor Company and Staffing Qualifications
- 30 points – Solution Cost (Rates and Pricing)
- 150 points - Total Possible Score.

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

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

5.3 Planned Evaluations

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 following:

- The Proposal is date and time stamped before the deadline.
- Submission requirements addressed in Section 4: *Instructions*.

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The Vendor has sent the proper number of copies

The original version of the Proposal is marked "ORIGINAL" and the copies are marked "COPY."

The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception

The proposed Solution meets the minimum requirements as specified in Appendix B of the RFP: *Minimum Standards for Proposal Evaluation*.

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 interviews will be **April 12, 2011 and one-two hours** in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial review of the Proposals.

5.3.4 Best and Final Offer (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 Design and Creative Abilities

The Vendor's design and creative abilities will be allocated a maximum score of twenty five (25) points.

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5.4.2 Scoring of Vendor's Experience and Knowledge

The evaluation of the Vendor's experience and knowledge of website design, development, and maintenance will be allocated a maximum score of twenty five (25) points.

5.4.3 Scoring of Vendor's Technical Capabilities

Technical topics to be addressed in Proposals are identified in Section D-3: *Technical Topics* of Appendix D: *Topics for Mandatory Narrative Responses*. Key aspects to be evaluated for topics are listed below. The maximum score is twenty five (25) points.

5.4.4 Scoring of Service and Project Management

Service and project management topics to be addressed in Proposals, valued at twenty five (25) points, are identified in Section D-4: *Service and Project Management Topics* of Appendix D: *Topics for Mandatory Narrative Responses*.

5.4.5 Scoring of Vendor Company and Staffing Qualifications

Vendor qualifications (including any Subcontractors) will be allocated a maximum score of twenty (20) points, are identified in Section D-5: *Company and Staffing Qualifications* of Appendix D: *Topics for Mandatory Narrative Responses*.

5.4.6 Scoring the Vendor's Website Solution Cost

The cost of the Vendor's Proposal will be allocated a maximum score of thirty (30) points for cost. The State will consider both development and subsequent five (5) year maintenance costs, provided in Tables F-1-1: *Activities/Deliverables/Milestones Pricing Worksheet* and F-6: *Website Hosting, Maintenance, and Support Pricing Worksheet*. Cost information required in a Proposal is intended to provide a sound basis for comparing costs.

The following formula will be used to assign points for costs:

$$\text{Vendor's Cost Score} = (\text{Lowest Proposed Cost} / \text{Vendor's Proposed Cost}) \text{ times } 30$$

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

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.

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The Vendor may subcontract Services subject to the RFP, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and Appendix 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.

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

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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 every two weeks to accurately reflect the status of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any updates to the Work Plan shall require the prior approval of the State.

Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule.

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 the 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 Contractor's receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

A Contractor 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 Contractor's requested Change Order within five (5) business days.

The State, including but not limited to DRED and DoIT, 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 Contractor to the State, and the State acceptance of a Contractor's estimate for a State requested change, will be acknowledged and responded to, either

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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 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 6.11: *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 in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System 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.

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 6.11: *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 Licenses

The State has defined the Software license grant rights, terms and conditions, and has documented the evaluation criteria.

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6.9.1 Software License Grant

The Software License shall grant the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract.

The Vendor shall submit copies of its proposed Software license agreement which **shall not** contain any terms or provisions that conflict with the State's Software license and warranty requirements or terms and conditions set forth in Section 6: *General Contract Requirements* and Appendix H: *State of New Hampshire Terms and Conditions-P-37*, respectively. The Vendor's standard Software license form will **not** be acceptable.

6.9.2 Software and Documentation Copies

The Vendor shall provide the State with a sufficient number of hard copy versions of the 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. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

6.9.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:
Remove or modify any program markings or any notice of proprietary rights;
Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
Cause or permit reverse engineering, disassembly or recompilation of the programs.

6.9.4 Custom Development

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

6.10 Ongoing Software Maintenance and Support Levels

The Vendor must include provision for ongoing Software maintenance and support Services. The Vendor shall submit copies of its proposed maintenance and support agreement which shall not contain any terms or provisions that conflict with this RFP, including but not limited to, the State's terms and conditions or warranty requirements set forth in Section 6: *General Contract Requirements* and Appendix H: *State of New Hampshire Terms and Conditions-P-37*, respectively. The Vendor's standard Software maintenance and support form will **not** be acceptable.

Ongoing software maintenance and support levels shall include all new Software releases as part of the Software maintenance agreement;

6.10.1 Class A Deficiencies

For all Class A Deficiencies, the Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per

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day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

6.10.2 Class B & C Deficiencies

For all Class B & C Deficiencies the State will notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within two (2) hours of notification of planned corrective action;

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

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

6.10.5 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

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

In the event the Vendor fails to correct a Deficiency within the allotted period of time stated above, the State shall have the right, at its option to: 1) declare the Vendor in default, terminate the support Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; and 3) to pursue its remedies available in law or in equity.

6.11 Testing and Acceptance

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

All Testing and Acceptance addressed herein shall apply to testing the Website as a whole and its discrete parts.

In its Proposal, the Vendor must include its proposed Test Plan and Testing methodology. After Contract award, the Vendor may be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Project Work Plan (the first Project Deliverable). The Vendor shall ensure that the Project Work Plan

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and Test Plan fully outline, at a minimum, the State's and Vendor's activities, roles, timelines, and dependencies.

6.11.1 Time Period for Testing

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

The Vendor will be responsible for defining adequate timeframes for State and Vendor staff to properly test the Website. The site will need to be tested thoroughly from a functional and process perspective.

It is crucial that State testing activities (and any training activities required as pre-requisites to testing) not be abbreviated in order to meet Project implementation Schedules. The Vendor must disclose in their Proposal the scheduling assumptions they have used in regards to the State resource efforts required during testing.

6.11.2 Vendor Testing Responsibilities

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

- a. The Vendor will be responsible for the full suite of test planning, preparation and execution (other than UAT) throughout the Project.
- b. Coordinate all testing activity, including User Acceptance Testing (UAT), bug tracking, and resolution coordination.
- c. Provide the State with a Test Plan Deliverable that includes identification, preparation, and documentation of testing roles (State and Vendor), planned testing, test scenarios, test cases, test scripts, test Data, test phases, expected results, and bug tracking. A separate Test Plan and associated testing materials will be provided for each Website Deployment. The Testing Plan must be kept up-to-date with the timeframes outlined in the Vendor's Work Plan.
- d. Prepare an appropriate number of test scripts to adequately test all requirements that may be used by the State during defined testing timeframes as outlined in the Test Plan and the Implementation Services Vendor's Work Plan.
- e. Perform regression testing on components to verify that modifications have not caused adverse affects and to reduce State employee re-testing time and to ensure that the Website meets the specified requirements.
- f. The Vendor will be responsible for defining criteria in the Test Plan which define when regression testing will occur and what steps it will take to ensure that modifications do not indirectly impact other areas of previously approved functionality.
- g. Prepare all Software development, configuration, and testing environments.
- h. Set up the production environment.
- i. Provide the State with a testing environment independent from the Vendor's development environment.

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- j.** Provide testing support for the State during UAT, which includes: helping users with process flow clarifications, logging and monitoring issues, reporting on testing status, and analysis.
- k.** Correct Deficiencies in the Website throughout all testing efforts until the end of the Warranty Period.
- l.** Perform Unit, Integration, and associated performance tests prior to State Acceptance testing. This includes testing of all interfaces and conversions.
 - Provide sub-second response time on all transactions at the server level;
 - Provide efficient and optimized interfaces that will at a minimum, run within existing operational interface window timeframes;
 - Provide efficient design for load balancing and communications
- m.** The Vendor's Project Manager will provide written certification that the Vendor has adequately tested prior to State resources performing User Acceptance Testing.

6.11.3 Performance Tuning and Stress Testing

Vendor roles and responsibilities regarding tuning and system performance:

- a.** Development and documentation of hardware and software configuration and tuning of the website infrastructure.
- b.** Assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project.

6.11.4 Scope

The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

The Vendor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

6.11.5 Test types

Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests

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Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline which is used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

Load Tests: Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on work load distribution. System response time and utilization is measured and recorded.

6.11.6 Tuning

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing effort. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

6.11.7 Implementing Performance and Stress Test

Performance and Stress test Tools used by the State of New Hampshire are Tivoli ITM and ITCAM and CA Spectrum. The Vendor is open to use any open source product with the approval of State Team. Consideration must be given to licensing with respect to continued use for regression testing if tools, other than those which we are licensed for, are being recommended for this part of the project.

6.11.8 Scheduling Performance and Stress Testing

The Vendor shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

The Vendor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs

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required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

Post test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be recorded however changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal is to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

6.11.9 Security Review and Testing

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

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Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and review.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Prior to the System being moved into production the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance. All Software and hardware shall be free of malicious code (malware).

6.11.10 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Implementation Warranty period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

6.11.11 System Acceptance

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

6.11.12 State Testing Responsibilities

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

- a. Review the Vendor's Testing Plan. The State may choose to accept or not accept this Plan based upon agreed upon acceptance criteria for this Deliverable.

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- b. Provide coordination and review support for the Vendor for testing activity prior to and during User Acceptance Testing.
- c. Review and follow an acceptance/non-acceptance process on the results of the Vendor's testing, including, but not limited to, regression, and integration tests.
- d. Provide support for the Vendor for development, integration, and associated performance, and UAT testing.
- e. Provide User Acceptance Testing resources that will execute test scripts for modules provided by the Vendor and/or additional scripts developed by the State.

6.11.13 Test Plan

The Test Plan will guide all testing. The Vendor will be responsible for all testing prior to UAT. State resources will participate in testing prior to UAT as outlined in the Test Plan and agreed upon Work Plan to support the Vendor. The testing for UAT will be conducted by the State, or its designee, in a test environment independent from the Vendor's development environment. The Vendor must assist the State with testing as requested by the State, at no additional cost, primarily for UAT coordination, bug tracking, issue resolution, status preparation, and analysis. Within five (5) business days of receiving Certification from the Vendor that the website is installed, complete, ready for State testing, and that all unit, and integration testing have been successfully completed as specified in the Test Plan, and the State's personnel have been trained, the State will commence User Acceptance Testing.

6.11.14 Systems and Integration Testing

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

6.11.15 User Acceptance Testing

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

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

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

Upon successful conclusion of UAT, a Letter of UAT Acceptance will be issued by the State for that Deployment, as described in Section 6.11.16: *Letter of UAT Acceptance* below.

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6.11.16 Letter of UAT Acceptance

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

6.11.17 Letter of Deployment Acceptance

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

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

6.11.18 Letter of Final Acceptance

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

6.11.19 Failure of Test; Retesting

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

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

If a Class A or B Deficiency is identified, and the Website becomes unusable in whole or in part, then the test period for that function or module may start over, at the sole discretion of the State. If a Deficiency occurs that the Vendor cannot resolve then the State will notify the Vendor in writing and give the Vendor a thirty (30) day cure period as outlined in the Warranty Section of this RFP to remedy the issue to the State's satisfaction per the requirements of the RFP..

6.11.20 Remedies

If the Vendor is not able to make the corrections within the time allotted by the State, or the entire integrated System fails the Acceptance Test, the State may declare the Vendor in default and, at its option:

- 1) terminate the Contract, in whole or in part, by providing written notice to the Vendor, without penalty or obligation to the State and deem the Vendor in default;
- 2) return the Vendor's product provided under the Contract and receive a refund of all amounts paid, including but not limited to, applicable Software License fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund;
- 3) and pursue its remedies available at law or in equity.

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

6.11.21 System Acceptance

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

6.12 Warranty

6.12.1 Warranties

6.12.1.1 System

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

6.12.1.2 Websites

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

6.12.1.3 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 Websites provided under this Contract, and that such Services, equipment, and Websites 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.

6.12.1.4 Viruses; Destructive Programming

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

6.12.1.5 Compatibility

The Vendor shall warrant that all System 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.

6.12.1.6 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.

6.12.2 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

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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 DRED Website in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the Website or any portion thereof so that it complies with the Specifications, terms, and requirements of the Contract;
- c. Provide telephone response within two (2) hours of the State's initial call for support;
- d. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- e. All deficiencies found during the Warranty Period and all deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than two (2) business days, unless specifically extended in writing by the State, and at no additional cost to the State. (See Section 6.11.19: *Failure of Test; Retesting*)

In the event the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

6.12.3 Warranty Period

The Warranty Period will initially commence upon the State acceptance of the NH DRED Websites and will continue through the term of the Contract.

6.12.4 State-Owned Documents and Copyright Privileges

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

6.12.5 Intellectual Property

The State shall hold all ownership, title, and rights in any Deliverables (Custom Software, design, copy, text, graphics, web addresses, copyrights, layouts, and the established advertising bases developed in conjunction with this Contract) developed in connection with performance of obligations under the Contract, or modifications to the Website, and

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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 Deliverables developed under the Contract and to authorize others to do so.

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 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.

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.

6.13.4 State-Owned Documents and Copyright Privileges

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.

6.13.5 Intellectual Property

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

6.13.6 IT Required Work Procedures

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

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6.13.7 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.
- 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.
- 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.

6.13.8 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". Vendors understand and agree that use of email shall follow State standard policy (available upon request).

6.13.9 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).

6.13.10 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.

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6.13.11 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.

6.13.12 Confidential Information

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

6.13.12.2 The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all information of the State that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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

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

6.13.12.5 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

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

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 Website Maintenance, Enhancements, and Support Pricing

The Vendor must provide the minimum Software support and Services through Software licensing, maintenance, Enhancements, and support as detailed in Section 6.10: *Ongoing Software Maintenance and Support Levels*.

For Software licensing, 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: *Software Licensing, Maintenance, and Support Pricing*, as Table F-5: *Software Licensing, 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 must meet with the approval of the State and said approval shall not be unreasonably withheld. The Vendor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

6.14.4 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.

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6.14.6 Records Retention and Access Requirements

The Vendor shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, 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 will be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and Review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's review unless the cost or any other 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.

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

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- 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.
 - 6.16.2.2.6** The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.
 - 6.15.2.2.7** 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.
 - 6.15.2.2.8** 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.

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6.15.2.2.9 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*.

6.15.2.2.10 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, 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.

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.

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16.15.5.2 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 *State of New Hampshire Terms and Conditions-P-37* 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.

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 *State of New Hampshire Terms and Conditions-P-37* in Appendix H. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in Appendix H, Section 13: *Indemnification* and confidentiality obligations in Section 6.13.12: *Confidential Information*, which shall be unlimited.

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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.

6.17 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.

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

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), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	<u>VENDOR</u>	<u>THE STATE</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	TBD	Amy Bassett State Project	5 Business Days

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		Manager (PM)	
First	TBD	Lori Harnois State Project Sponsor	10 Business Days
Second	TBD	George M. Bald 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

Not Applicable

6.22 Contract Security/Performance Bond

Not Applicable

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 Resources & Economic Development (DRED)

DRED was established by the General Court of New Hampshire under Chapter 223 of the laws of 1961 and consists of four divisions: F&L, Parks, DTTD, and DED. DRED's website can be found at dred.state.nh.us.

New Hampshire's natural landscape provides the foundation for many of our activities, activities that drive the state's economy. Nearly five million acres of forest land sustain a thriving forest products industry; New Hampshire's parks, beaches, historic sites, and ski mountains provide endless recreation opportunities; and the state's tourism industry offers a wide array of dining, lodging, cultural and entertainment options. This quality of life, combined with the business-friendly and tax advantageous environment we have worked hard to create, also makes the state attractive to business growth and expansion.

DRED envisions a customer centric web presence that represents the New Hampshire brand in a cohesive and easy to access manner. Time critical updates will be easily made by DRED personnel and the Data collected will be readily available to DRED personnel for marketing activities.

DIVISION OF TRAVEL AND TOURISM DEVELOPMENT (DTTD)

MISSION

DTTD's mission is to develop and promote New Hampshire, domestically and internationally, as a preferred destination in order to increase visitor expenditures, business activity and employment throughout the state.

WEB ENVIRONMENT

DTTD currently maintains visitnh.gov, a website for New Hampshire visitors and travel planning; the NH travel industry; and for members of the media. The travel and tourism industry inputs Data into visitnh.gov, once the Data is approved by DTTD personnel it is posted to visitnh.gov for consumer viewing. Visitnh.gov is also home to an Online Image Library, where members of the media can view and request images. Requests are fulfilled by DTTD personnel. In addition to these sites, the DTTD maintains a Consumer Email Response System (CERS), which acts as an interactive database of stock responses to consumer inquiries. DTTD also maintains seasonal landing pages as part of the visitnh.gov website, including an interactive fall foliage map, winter promotion site and summer photo contest website. These landing pages are hosted and designed by the current web Vendor. DTTD provides text message alerts, using a text message signup form on the visitnh.gov site. Texts are distributed by DTTD staff, using a System supplied and hosted by the web Vendor. Finally, DTTD maintains three micro sites- Meetings.visitnh.gov, weddings.visitnh.gov and reunions.visitnh.gov.

DTTD CURRENTLY COLLECTS A VARIETY OF DATABASES, ONLINE FORMS INCLUDE:

Form or Database	Form Location	Function
Request a Travel Guide	Visitnh.gov	Request goes to 3 rd Party

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		Vendor for fulfillment – some inquiries are sent to DTTD personnel
E-Newsletter signup	Visitnh.gov, Meetings.visitnh.gov, weddings.visitnh.gov, reunions.visitnh.gov	Request goes to 3 rd Party Vendor for fulfillment
Send a Postcard	Visitnh.gov	Postcard is automatically sent
Travel Agent Request	Visitnh.gov	Information requests forwarded to DTTD personnel for fulfillment
Image Request Form	Visitnh.gov	Information requests forwarded to DTTD personnel for fulfillment
Add Industry Event	Visitnh.gov	Event specifics are approved or denied by DTTD personnel from a content management System
Add Tourism Event	Visitnh.gov	Event specifics are approved or denied by DTTD personnel from a content management System
Add Package	Visitnh.gov	Package specifics are approved or denied by DTTD personnel from a content management system
Update and Verify Database Listings	Visitnh.gov	Information can be updated and verified by property staff on their database information. Reviewed and edited by DTTD.
Upload Images	winternh.com, nhdreamvacation.com	Users upload photos for contest, as well as voting capabilities.
Sign up for Text Message Alerts	Visitnh.gov	Users input information. Text messages are distributed by DTTD staff, using system provided by web Vendor.
Create an RFP, Request a Quote	Meetings.visitnh.gov, weddings.visitnh.gov, reunions.visitnh.gov	User inputs information to be fulfilled by DTTD staff
Request for information	Meetings.visitnh.gov, weddings.visitnh.gov, reunions.visitnh.gov	Information requests forwarded to DTTD personnel for fulfillment

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DOMAINS & STATISTICS

Links	Size	Unique Visits
visitnh.gov	850MB	1,735,145 visits in 2009
winternh.com	Not available	Not available
nhdreamvacation.com	1.9 GB	Not available
meeting.vistnh.gov	Not available	Not available
weddings.visitnh.gov	Not available	Not available
reunions.visitnh.gov	Not available	Not available

CONTENT MANAGEMENT

Custom online content management system built by current web Vendor.

FUTURE WEBSITE ENVIRONMENT

DTTD will add a new Data System to visitnh.gov that will manage all business listings on the website. This Data System will feed the business listing information to visitnh.gov, placing listings in the appropriate categories and search engines on the website. Industry members will be able to request a new account from this system, which will then be approved and created by DTTD personnel. The Data System will be used as a tool for creating our printed version of the NH Visitors Guide, using a System that will be able to contact business owners to update their information. The system will also be used by a 3rd party Vendor to make notes on which businesses have been called for information updates. The future web Vendor must be able to manage, host, and maintain this Data System. The Data System will also feed listings to three additional DTTD websites: meetings.visitnh.gov, weddings.visitnh.gov, and reunions.visitnh.gov.

DTTD also plans a website redesign within the period of this Contract, in order to stay on top of current web trends and styles.

DIVISION OF ECONOMIC DEVELOPMENT (DED)

MISSION

DED is comprised of two working offices, the New Hampshire Business Resource Center and the International Trade Resource Center. The mission of the Business Resource Center is to expand opportunities in New Hampshire through the attraction of new businesses and the expansion of existing businesses. The International Trade Resource Center seeks to promote New Hampshire products and businesses to overseas markets.

WEB ENVIRONMENT

DED has maintained a Website at nheconomy.com for the past ten years and is consistently seeking new and better ways to improve its online presence for the benefit of the business community. Nheconomy.com is the “hub” for a number of Websites geared toward communicating that New Hampshire is “open for business” – exportnh.com, nhmanufacturer.com and myexpertnet.org. These sites, with the exception of nhmanufacturer.com and myexpertnet.org, are hosted and maintained by the State of New Hampshire.

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DOMAINS & STATISTICS

Links	Size	Unique Visits
nheconomy.com	320 MB	322,752 FY10
exportnh.com	336 MB	Not available
nhmanufacturer.com	Not available	Not available

CONTENT MANAGEMENT

The custom designed content management application is written in PHP and MySQL.

INTERACTIVE FEATURES

Feature	Information Input By:	Quality Check and Approval
Client Registration	Companies	DED Office
Search NH Products	Companies via Email	DED Office
Surveys	Users	N/A

FUTURE WEBSITE ENVIRONMENT

DED would like to create a new version of nheconomy.com within the next few years to stay on top of current web trends. Other future web improvements are scheduled to include podcasting, video streaming, a statewide calendar accessible via a password protected environment and web banner ad sales.

DIVISION OF PARKS AND RECREATION (PARKS)

MISSION

Parks are to provide New Hampshire's citizens and guests with outstanding recreational, educational, and inspirational experiences through the responsible management and cooperative stewardship of the state's natural, recreational, and cultural resources.

WEB ENVIRONMENT

The Division has developed, hosts, and maintains a website to inform guests, during the past 5 years the site has grown dramatically. More information about individual parks has been added, as well as more information about what is happening overall in the Division, from meetings to master development plans being posted. The goal is to make the site more user friendly by improving the layout and using more technology

DOMAINS & STATISTICS

Links	Size	Unique Visits
nhstateparks.org	1.2 GB	1,221,753 FY10

Parks has six (6) urls that are directed to different pages within the url nhstateparks.org. Those urls are: nhtrails.org, flumegorge.com, franconianotchstatepark.com, nhgreatparkpursuit.com, hamptonbeachredevelopment.com, and discoverpowerofparks.com.

CONTENT MANAGEMENT

Custom built content management system, designed by current web Vendor.

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FUTURE WEBSITE ENVIRONMENT

In the future, Parks would like to be able to implement and upgrade to offer the following: e-commerce section, newsletter signups, searchable park database, satellite mapping or google mapping, easier to manage photo gallery, live video option, email blasting, hosting and at least a new designed website in the term of the Contract.

DIVISION OF FORESTS AND LANDS (F&L)

MISSION

As stewards of New Hampshire's forests and related resources, F&L protects and promotes the values provided by trees and forests. This mission is accomplished through responsible management of the state's forested resources; by providing forest resource information and education to the public; and the protection of these resources for the continuing benefit of the state's citizens, visitors and forest industry. The Division consists of six units: the Forest Management Bureau, the Land Management Bureau, the Forest Protection Bureau, the Planning and Community Forestry Bureau, the Natural Heritage Bureau, and Cooperative Forestry Programs through an agreement with UNH Cooperative Extension

These units of the Division are responsible for carrying out forestry activities on more than 190,000 acres of state owned land, management of the state forest nursery, developing and implementing measures for the conservation and management of rare native plants and exemplary natural communities, land acquisition and disposal, administering leases and permits for state lands, maintenance of the state land property records and boundaries, surveying, enforcement of forestry laws in the state, monitoring and responding to forest insect and disease infestations, prevention and suppression of forest fires, management of three forestry education centers, statewide forest resource planning, and implementing research based outreach educational programs in forest stewardship, urban and community forestry and forest industry economic development.

WEB ENVIRONMENT

The F&L website was redesigned 4 years ago. The site is an “information intense” website with a wide and varied target market – from the general browsing public, to resource/industry professionals seeking specific information. It is hosted and maintained by the current web Vendor.

DOMAINS & STATISTICS

Links	Size	Unique Visits
nhdfl.org	2.1 GB	322,569 FY10
nhnursery.com	Not available	Not available
nhnaturalheritage.org	Not available	Not available

CONTENT MANAGEMENT

Custom content management system designed by current web Vendor.

FUTURE WEBSITE ENVIRONMENT

F&L would like the site is to be more interactive and user-friendly; offer online sales of seedling and publications, interactive DRED land maps, policy documents and forest management projects feedback capabilities, and online permitting.

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OFFICE OF WORKFORCE OPPORTUNITY (OWO)

MISSION

The Workforce Investment Act of 1998 gives state and local officials the authority and flexibility for using federal job training aid to set up market- driven workforce investment systems in every community. This initiative provides public systems providing services such as postsecondary technical training, employment, job search assistance, job training, retraining, adult literacy, and other labor market aid with closer links to the realities of changing job markets. The intent is to simplify programs under a single, comprehensive system compared to an array of separate programs.

In New Hampshire, OWO, DRED, oversees WIA services, including the administration of 13 local NH Works Career Centers; Services for Adult Job Seekers, Dislocated Workers and Youth.

OWO also administers, on behalf of the DRED, the Job Training Fund, a state program established to provide 1:1 matching funds to employers to upgrade the skills of their workforce through training. The website is currently being redesigned by the current Vendor to enable applicants to submit grants on-line rather than downloading application forms and mailing them into OWO.

WEB ENVIRONMENT

OWO maintains an information website, www.nhworks.org to inform visitors to the site of all the resources available under the statewide workforce system.

OWO maintains a website for information about and applications for the Job Training Fund, www.nhjobtrainingfund.org.

DOMAINS & STATISTICS

Links	Size	Unique Visits
nhworks.org	Not available	Not available
nhjobtrainingfund.org	Not available	Not available

CONTENT MANAGEMENT

Content management and design has been maintained by a private Vendor.

INTERACTIVE FEATURES

Feature	Information Input By:	Quality Check and Approval
JTF Application	Companies	OWO

FUTURE WEB ENVIRONMENT

OWO hopes to implement interactive web opportunities for both the Job Training Fund website and the NH Works website as opportunities arise and technology develops.

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Table A-1 Current DRED Databases

Division	Database	Language
International Trade Resource Center	Export Survey Database	MySQL
International Trade Resource Center	Export Business Plan	MySQL
Business Resource Center	NEDDS Real Estate Database	MySQL
Business Resource Center	Procurement Technical Assistance Program Client Database	MySQL
DTTD	VisitNH Database	MySQL
DTTD	NH Master Database	MySQL
DTTD	Consumer Email Response System (CERS)	MySQL
DTTD Parks	E-Newsletter Database	
DTTD	Photography Database	

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A-2 Department of Information Technology and Technology Status

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

A-2.1 New Hampshire Information Technology Plan (NHITP)

The Department of Information Technology recently published a State of New Hampshire Information Technology Plan (NHITP) 2006-09. The New Hampshire Information Technology Plan contains the vision, goals, and strategy for the electronic delivery of government services on the Internet and details future e-government direction and implementation strategy. The NHITP helps government leaders anticipate and respond to significant external changes, accelerates IT learning across State agencies, and leverages investments in information technology across State agencies.

A-2.2 Technical Architecture

Components of the State's technical architecture include:

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

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

A-2.3 Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by current Information Technology initiatives, the New Hampshire Information Technology Plan 2006-09, 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.

Electronic Payment Processing: Paymentech of Salem, New Hampshire, provides credit card processing services for the State. Most electronic credit card transactions are processed through the State's payment engine. Transactions are sent to the credit card processor via name/value pairs or XML format.

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A-3 Related Documents Required at Contract time

- a. Certificate of Good Standing/Authority
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)
- 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, **Lori Harnois, Director, Division of Travel and Tourism Development**, will be responsible for securing financing and resources, addressing issues brought to her attention by the State Project 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 responsible to oversee the development and maintenance of the consolidated DRED website. Major duties include:

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

A-4.3 State Responsibilities

DRED shall provide existing sites and work with copywriters to develop additional editorial material for new sites.

DRED shall be responsible for event inputting.

DRED shall control and approve all text, layout, photographs and design of the websites.

DRED shall make available any databases required for use in production of web pages.

DRED shall designate contacts for the website that shall be authorized to sign off at critical stages of design and production.

DRED shall have unlimited editing alterations on copy written by Contractor.

DRED shall make its photo libraries available for use. However, the Contractor will be responsible for soliciting additional photography and negotiating and paying any related fees for usage.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

Information is requested in Section 4.18: *Proposal Content*, to enable the State to Contract for Project Implementation with an experienced Vendor. Coverage in Appendix B is limited to specific minimum requirements. A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

B-1 Proposal Submission

The Proposal must be submitted on time, as defined in this RFP in Section 2: *Schedule of Events*

B-2 Transmittal Form Letter

Submission of the properly completed Transmittal Form Letter contained in Section 4.18.2: *Transmittal Form Letter*.

B-3 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 **all mandatory requirements** listed.

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APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK

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

- Website migration
 - Website Hosting
 - Web support and maintenance
 - Website development/design
 - Database development
 - Data migration/management
 - Content management
 - Website copywriting
 - Information mapping
- Stress testing and tuning

C-1.1 COMPONENT I: Re-hosting DRED NH Websites

The NH DRED websites are currently hosted and maintained by third party Vendor. The selected Vendor shall migrate the websites, the domain names, databases and all related website components to their location and resume daily content and technical maintenance of these sites. Provide electronic newsletter system capable of creating, sending, capturing , reporting

Since this is hosted we need to know what the hosting site looks like. Is it hosted in a data center with UPS, fire suppression, generator, raised floors, secure/restricted physical access, and redundant internet connectivity (so if one leg fails we stay up). This needs to be asked somewhere. We should mention up-time metrics as well as response time metrics in the same section. This is in the requirements section for hosting.

C-1.2 COMPONENT II: Support and Maintenance

The Vendor shall host the NH DRED websites at their facility and provide DRED with both content and design development services, as well as technical services ensuring maximum uptime and acceptable website response times.

C 1.3 COMPONENT III: Future Redesign and Building

During this phase of the Project the Vendor will work with DRED on redesigning and rebuilding the existing DRED websites to stay on top of current web trends and styles.

The redesign phase will include, but not be limited to:

- a. Development of the Website architecture;
- b. Information mapping of DRED web content;
- c. Development of a customer-centric website navigation plan;
- d. Central database development, conversion and migration of existing databases; and
- e. Development of the Website graphic design elements.

The building phase of the project shall include building, testing, and deploying the new DRED websites, including, but not limited to:

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- a. Implement the new information mapping and navigation plan;
- b. Build and implement the database interfaces;
- c. Implement the content management application;
- d. Test all elements of the site;
- e. Provide training;
- f. Develop, migrate, test, and deploy the additional pages and database interfaces

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C-1.4 COMPONENT IV: Enhancements

Over the term of the Contract, DRED plans additional enhancements to improve the convenience and effectiveness in support of the DRED mission. These enhancements will include, but not be limited to:

- a. E-commerce applications
- b. Interactive maps
- c. Forums and Blogs
- d. Banner advertisement management
- e. Mobile messaging
- f. Multi-lingual capabilities
- g. E-newsletter design and delivery capabilities

C-2 REQUIREMENTS

Vendors shall complete a checklist based on the following format.

Table C-2.1 General Requirements – Vendor Response Checklist

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

Indicate whether the requirement is included in the solution without modification (I), with modification (M), or not at all (N).

M = Mandatory requirements

O = Optional requirements

REQ #	Requirement	M/O (see above)	I/M/N (see above)	Explain how your solution meets the requirement. Cite the page of your Proposal.
General Requirements				
G-1	The Vendor shall participate in an initial kick-off meeting to initiate the project.	M		
G-2	The Vendor shall provide Project Staff as specified in the RFP.	M		
G-3	Vendor shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Project Work Plan shall include, without limitation, a detailed description of the schedule, tasks, Deliverables, critical events, task dependencies, and payment schedule. The plan shall be updated no less than bi-weekly.	M		
G-4	The Vendor shall provide detailed monthly status reports on the progress of the project, which will include expenses incurred year to date.	M		
G-5	The Vendor shall provide monthly detailed statistical reporting on the Website activity. Current visitnh.gov reporting and other elements	M		

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	specified by the State.			
G-6	The Vendor shall attend meetings as required at DRED for purposes of Contract administration.	M		
G-7	The Vendor shall work with DRED to develop new content.	M		
G-8	The Vendor shall be responsible for acquiring all appropriate approvals and authorizations to use all material on the Websites.	M		
G-9	All user, technical, and system documentation as well as project schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats used to produce the project documentation.	M		
G-10	The Vendor shall be required to document a test Plan and testing methodology as defined in the DoIT Agency Software Division, System Development Methodology, located at: http://www.nh.gov/doit/internet/Vendors.php			
Component I Requirements –Re-Hosting DRED Websites				
R-1	Build, test and debug a hosting environment for the exiting DRED websites as specified.	M		
R-2	Migrate to the vendor’s facilities the DRED websites from their current environments to the Vendor hosted environment.	M		
R-3	Assist in the mitigation of DTTD Data Engine (<i>Appendix A</i>), which stores all website listing information from its current environment to the Vendor hosted environment.	M		
R-4	Migrate to the vendor’s facilities 2 OWO websites: nhworks.org and nhjobtrainingfund.org from their current environment to the Vendor hosted environment.	M		
R-5	Test, debug the DRED websites in the in the new hosting environment.	M		
R-6	Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified.	M		
R-7	Provide DRED personnel the ability to update and manage existing websites using the custom content management system.	M		
R-8	Provide DRED electronic newsletter capabilities to design, send, and store multiple newsletter database. They system must be able to provide reports on newsletters and database performance.	M		
R-9	Provide administrative and statistical reports relative to site usage. This includes but is not limited to number of visits, unique visitors, or	M		

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	page hits.			
R-10	All user, technical, and system documentation, as well as project schedules, plans, status reports, and correspondence shall be maintained. The Vendor's Proposal response shall describe the formats that will be used to produce the project documentation.	M		
R-11	Host online Image Library as detailed in Appendix A.	M		
R-12	Evaluate the effectiveness of the sites on an annual basis. The evaluation will include summary of annual statistical Data (based on monthly reporting elements), changes in technology and ideas from other state's websites. The ultimate goal for the report is to make recommendations to DRED for expanding and improving the website services to constituents.	M		
R-13	The Vendor must supply access to an online Website Statistics program for DRED staff to access and track website traffic.	M		
R-14	The DTTD website must support the current ability to allow companies to enter current events and packages and for DTTD to approve them before they are posted to the website.	M		
R-15	The DTTD website must support the current ability to maintain the Data engine which feeds listing info to the website and creates new listing and login information. This Data system also allows for a 3 rd party Vendor to access and make notes in system. The system must also be able to "dump" Data into a format that can be put into the printed visitors guide.	M		
R-16	The Vendor must migrate and continue to host and maintain seasonal landing pages as part of the visitnh.gov website, including an interactive fall foliage map, winter promotion website and summer photo contest website.	M		
R-17	The Vendor must host a text messaging system. The system must be capable of storing numbers and sending out mass text messages to large subscriber lists.	M		
R-18	Vendor shall support all pre-existing advertising until Contracts expire on all Websites.	M		
R-19	Response times at the server must be less than one (1) second for static content at the web server.	M		
	Component II Requirements – Support and Maintenance			

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M-1	Vendor will provide copywriting and content development as requested.	M		
M-2	The Vendor must provide 4 seasonal website changeovers per year for visitnh.gov and nhstateparks.org, with new imagery and color schemes.	M		
M-3	Vendor shall provide telephone technical support and technical site maintenance to DRED between the hours of 8:00am and 5:00pm, Monday – Friday, excluding holidays.	M		
M-4	Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified.	M		
M-5	Administrative reports relative to site usage. This includes but is not limited to number of visits, unique visitors, or page hits.	M		
M-6	Continue to provide a content management method to allow DRED personnel the ability to update content. The response must clearly identify the preferred content management methodology and technical expertise required to utilize the solution.	M		
M-7	All user, technical, and system documentation as well as project schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the project documentation.	M		
M-8	Vendor shall evaluate the effectiveness of the site on an annual basis. The evaluation will include a summary of annual statistical Data (based on monthly reporting elements), changes in technology and ideas from other state's websites. The ultimate goal for the report is to make recommendations to DRED for expanding and improving the website services to constituents.	M		
M-9	Vendor shall provide documentation and training on the content management system as defined in the Work Plan.	M		
M-10	DRED websites must continue to support the following features: Client updates for current events On-line registration DRED approvals of client entered information DRED content management DTTD Data Engine DTTD Online Image Library	M		
M-11	DRED websites must continue to comply with			

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	State of New Hampshire Web Site Standards and policies including those relative to web site accessibility.			
	Component III Requirements – Future Redesign and Building			
F-1	Redesign and build DRED websites, as requested.	M		
F-2	Provide a single content management solution for the maintenance and support of the web content by DRED personnel.	M		
F-3	Implement the new information mapping and navigation plan; convert existing site content to the new site format and organization.	M		
F-4	Build and implement the database interfaces.	M		
F-5	Test and debug in the hosting environment.	M		
F-6	Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified.	M		
F-7	Administrative reports relative to site usage. This includes but is not limited to number of visits, unique visitors, or page hits.	M		
F-8	A content management method to allow DRED personnel the ability to update content. The response must clearly identify the preferred content management methodology and technical expertise required to utilize the solution.	M		
F-9	All user, technical, and system documentation as well as project schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the project documentation.	M		
F-10	On-going evaluation of website – once the DRED website is established, the Vendor shall evaluate the effectiveness of the site on an annual basis. The evaluation will include a summary of annual statistical Data (based on monthly reporting elements), changes in technology and ideas from other state’s websites. The ultimate goal for the report is to make recommendations to DRED for expanding and improving the website services to constituents.	M		
F-11	Vendor must ensure compliance with State of New Hampshire Web Site Standards and policies including those relative to web site accessibility.			
F-12	Vendor shall provide documentation and training on the content management system as defined in the Work Plan.	M		
F-13	The DRED Website must continue to support the	M		

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	<p>following features: Client updates for current events On-line registration DRED approvals of client entered information DRED content management</p>			
F-14	Support DRED in the deployment of the websites to clients and the State.	M		
	Component IV Requirements – Enhancements (Including but not limited to)			
E-1	Interactive, photographic and video tours of the state, attractions, etc.	M		
E-2	Ability for citizens and consumers to communicate with the department through forms, blogs, and other interactive methods. These can be used for vacation planning, business recruitment, workforce development, land management, forest protection and management.	M		
E-3	Online permitting and licensing.	M		
E-4	DRED must be able to automatically populate a template with new website content and email it to consumer contacts collected in the contact database. – Opt-in e-newsletter mailings.	M		
E-5	The DRED website must be able to support and refresh banner advertising	M		
E-6	All e-Commerce component shall be PCI compliant. The vendor shall provide all required testing results and compliance documentation to DRED upon request			

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Table C-2.2 Technical Requirements -Vendor Response Checklist

Technical Requirements pertain to technical standards, compatibility requirements, security, hosting requirements, model and version specifications etc.

Technical Requirements				
T-1	The Vendor shall be responsible for virus scanning of all traffic through the site, for monitoring system logs for problems, for website security and for all patching and maintenance of the operating system(s), web services software and database software.	M		
T-2	The Vendor must recommend a shared or dedicated hosting environment. The State assumes that a shared environment is more cost effective.	M		
T-3	Vendor must describe in full, their proposed hosting environment including, but not limited to bandwidth, security, and capacity.	M		
T-4	Graphics used on the site must be optimized for efficient delivery.	M		
T-5	Hosting environment must employ adequate security to ensure the integrity of the DRED Website.	M		
T-6	Vendor must incorporate industry best-practices in identifying their selected development platform.	M		
T-7	Specifications must consider TRIO standards, under development.	M		
T-8	Web sites must comply with State of New Hampshire Web Site Standards and policies			
Security Requirements				
S-1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M		
S-2	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-3	Enforce unique user names.	M		
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	M		
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M		

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S-6	Encrypt passwords in transmission and at rest within the database.	M		
S-7	Expire passwords after 45 days.	M		
S-8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M		
S-9	Provide ability to limit the number of people that can grant or change authorizations	M		
S-10	Establish ability to enforce session timeouts during periods of inactivity.	M		
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M		
S-12	The application shall not store authentication credentials or sensitive Data in its code.	M		
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements	M		
S-14	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.	M		
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M		
S-17	Use only the Software and System Services designed for use	M		
S-18	The application Data shall be protected from unauthorized use when at rest	M		
S-19	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M		
S-20	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M		
S-21	Create change management documentation and procedures	M		
S-22	All e-Commerce applications shall be PCI compliant			
S-23	For any e-Commerce applications implanted to support DRED initiatives, the vendor provide all required testing results and compliance documentation to DRED upon request			
	Hosting Requirements - Operations			

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H-1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. State access will be via VPN or Internet Browser	M		
H-2	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption. The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State.	M		
H-3	Vendor shall not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M		
H-4	Vendor shall provide managed firewall services, and managed backup Services.	M		
H-5	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M		
H-6	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M		
H-7	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M		
H-8	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access	M		

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	must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.			
H-9	Vendor must monitor the application and all servers.	M		
H-10	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M		
H-11	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M		
H-12	Vendor shall monitor System, security, and application logs.	M		
H-13	Vendor shall manage the sharing of data resources.	M		
H-14	Vendor shall manage daily backups, off-site data storage, and restore operations.	M		
H-15	The Vendor shall monitor physical hardware.	M		
H-16	The Vendor shall immediately report any breach in security to the State of New Hampshire Project Manager.	M		
Hosting Requirements – Disaster Recovery				
H-17	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M		
H-18	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M		
H-19	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M		
H-20	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M		
H-21	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M		
H-22	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M		
H-23	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with	M		

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	the loss of a facility.			
H-24	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M		
H-25	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M		
Hosting Requirements – Network Architecture				
H-26	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.99% uptime, exclusive of the regularly scheduled maintenance window.	M		
H-27	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M		
H-28	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M		
H-29	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M		
H-30	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server - resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M		
Hosting Requirements – Security				
H-31	The Vendor shall employ security measures ensure that the State's application and data is protected.	M		
H-32	If State data is hosted on multiple servers, data exchanges between and among servers must be	M		

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	encrypted.			
H-33	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M		
H-34	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M		
H-35	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M		
H-36	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M		
H-37	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M		
H-38	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M		
H-39	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M		
Hosting Requirements – Service Level Agreement				
H-40	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M		
H-41	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M		

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H-42	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M		
H-43	The hosting server for the State shall be available nine (9) hours a day from 8am – 5pm, 5 days a week except for during scheduled maintenance.	M		
H-44	The Vendor shall guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M		
H-45	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M		
H-46	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M		
H-47	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M		
H-48	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M		
H-49	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M		
H-50	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M		
H-51	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: <ul style="list-style-type: none"> Server up-time All change requests implemented, including operating system patches All critical outages reported including actual issue and resolution Number of deficiencies reported by class with 	M		

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	initial response time as well as time to close.			
H-52	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M		

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Table C-2.3 Deliverables Vendor Response Checklist

Activity, Deliverable or Milestone	Deliverable Type	Explain how your solution meets the requirement. Cite the page of your Proposal.	Comments
Re-Hosting Component			
Conduct Project Kickoff Meeting	Non-Software		
Status Meetings	Non-Software		
Project Work Plan	Written		
Goals and Objectives Document	Written		
Migrate and assume maintenance responsibility for DRED websites	Non-Software		
Enable DRED personnel to update sites using content management systems	Software		
Assume Support For All Pre-Existing Advertising	Non-Software		
Migrate and assume maintenance responsibility for OWO websites	Non-Software		
Enable OWO personnel to use existing content management application for updates	Software		
Migrate DTTD Data Engine	Non - Software		
Support and Maintenance Component			
Maintenance and updates on DRED website	Non-Software		
Technical Support for new DRED website	Non-Software		
Copywriting as requested	Written		
Redesign and Building Component			
Build sites specified in Work Plan.	Software		
Conversion and installation of existing site content to new site layout and organization	Software		
Test, debug and implement in the hosting environment	Software		
Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified	Non-Software		

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Conduct research and requirements validation	Non-Software
Requirements analysis report	Written
Goals and objectives documents	Written
Conduct technical and information architecture review and develop plan	Non-software
Information map and navigation plan	Written
Database architecture and Data dictionary	Written
Provide functioning in-bound and out-bound interfaces	Software
Single department-wide content management application for website updates	Software
Train DRED staff on content management application	Non-Software
Deployment of new DRED Website	Non-Software
Website documentation	Written

Future Enhancements

Implement future enhancements as specified in Table C-2.1 <i>General Requirements</i>	Software
Conduct research and requirements validation	Non-Software
Requirements analysis report	Written
Goals and Objectives Document	Written
Conduct Technical and Information Architecture Review And Develop Plan	Non-Software
Information Map and Navigation Plan	Written
Database Architecture and Data Dictionary	Written
Develop new unified branding for DRED websites	Written
Present a minimum of three (3) GUI website designs for DRED review and selection	Written
Design documentation	Written

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the design, creative, experience, technical, services and project management topics defined for this RFP project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

Topic	Page Limit
Design and Creative Ability Topics	
Topic 1 – Design Vision for DRED	3
Topic 2 – Design Portfolio	5
Topic 3 – Design Methodology	1
Experience and Knowledge Topics	
Topic 4 – Depth of Web Design Experience	2
Topic 5 – Database Development Experience	2
Topic 6 – Application Development Experience	2
Topic 7 – Copywriting Process	1
Topic 8 – Hosting Experience	2
Technical Topics	
Topic 9 – Hosting Plan	3
Topic 10 – Development Tools	2
Topic 11 – IT Standards	1
Topic 12 – Physical Infrastructure	3
Topic 13 – Security	2
Service and Project Management Topics	
Topic 14 – Project Management	3
Topic 15 – Training	1
Topic 16 – Service	3
Topic 17 – Status Meetings and Reports	3
Topic 18 – Risk and Issue Management	1
Topic 19 – Quality Assurance Approach	3
Topic 20 – Work Plan	None
Company and Staffing Qualifications	
Topic 21 – Contractor Data Sheet	1
Topic 22 – Vendor’s Organization	3
Topic 23 – Project Manager	2
Topic 24 – Key Staff	3

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D-1 Design and Creative Ability

Topic 1 – Design Vision for DRED

Response Page Limit: 3

The Vendor shall describe possible design visions for DRED illuminating the business, creative, and market factors contributing to these visions.

Topic 2 – Design Portfolio

Response Page limit: 5

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

Topic 3 – Design Methodology

Response page limit: 1

The Vendor shall describe their creative design methodology.

D-2 Experience and Knowledge

Topic 4– Depth of Web Design Experience

Response page limit: 2

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

Topic 5 – Database Development Experience

Response page limit: 2

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

Topic 6 – Application Development Experience

Response page limit: 2

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

Topic 7 – Copywriting Process

Response page limit: 1

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

Topic 8 – Hosting Experience

Response page limit: 2

The Vendor shall describe their experience with website hosting at their own site, or through a Subcontractor.

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D-3 Technical Topics

Topic 9 – Hosting Plan

Response page limit: 3

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

Topic 10 – Development Tools

Response page limit: 2

The Vendor shall describe the website development software tools that will be used. Discuss the ease with which DRED employees will be able to provide updates to the site. Describe what technical specifications will be required to support the application.

Topic 11 – IT Standards

Response page limit: 1

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

Topic 12 – Physical Infrastructure

Response page limit: 3

The Vendor shall detail the fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. Describe the environmental support equipment of the proposed website hosting facility: Power Conditioning; HVAC; UPS; Generator. Identify any redundancies.

Topic 13 – Security

Response page limit: 2

The Vendor shall describe the security measures planned to assure that the State's application and Data is protected.

D-4 Service and Project Management Topics

Topic 14 – Project Management

Response page limit: 3

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

Topic 15 – Training

Response page limit: 1

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

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Topic 16 – Service

Response page limit: 3

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

Topic 17 – Status Meetings and Reports

Response Page Limit: 3 – Appendix Required

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

- **Introductory Meeting:** Participants will include key Vendor staff and State Project leaders from both the DRED 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. This meeting is to establish a sound foundation for activities that will follow.
- **Status Meetings:** Participants will include Project leaders from the Vendor and the State. These meetings, which will be conducted at least monthly, will address overall Project status and any additional topics needed to remain on schedule and within budget. A status report from the Vendor will serve as the basis for discussion.
- **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- **Exit Meeting:** Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

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

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

- Project status as it relates to Work Plan
- Deliverables status
- Accomplishments during weeks being reported
- Planned activities for the upcoming two (2) week period
- Future activities
- Issues and concerns requiring resolution
- 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.

Topic 18 – Risk and Issue Management

Response Page Limit: 3

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 19 – Quality Assurance Approach

Response Page Limit: 6

The State has identified three categories of Deliverables:

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

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

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

Topic 20 - Work Plan

Response Page Limit: None

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

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the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.

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

- All assumptions upon which the Work Plan is based;
- Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
- Assignments of members of the Vendor's team identified by role to specific tasks; and
- Critical success factors for the Project.

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 every two weeks, and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

D-5 Company and Staffing Qualifications

Topic 21 – Contractor Data Sheet

Response Page Limit: 1

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

Topic 22 – Vendor's Organization

Response Page Limit: 3

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

Topic 23 – Project Manager

Response Page Limit: 2

Vendors are permitted but not required to identify up to two (2) candidates for the role of Project Manager. If a Vendor identifies multiple candidates, each candidate will be evaluated, and the score assigned will be the lowest score assigned to any proposed candidate. Topics to be considered in evaluating qualifications of the proposed Project Manager include, but are not limited to, education, experience, and references.

Topic 24 – Key Staff

Response Page Limit: 3

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

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting for this RFP. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- (1) corporate qualifications of each Vendor proposed to participate in the Project,
- (2) proposed team organization and designation of key staff,
- (3) individual qualifications of candidates for the role of Project Manager, and
- (4) individual qualifications of candidates for other key staff roles.

This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

Information is required on all Vendors 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 litigation filed by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

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

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

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;

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

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

Web Designer
Web Programmer
Copywriter
Editor
Database Developer

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

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E-2.1 State Staff Resource Worksheet

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

Table E-2: 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 Contract. 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 one (1) 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;

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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 or Not-to-Exceed> 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: Activities/Deliverables/Milestones Pricing Worksheet

Activity, Deliverable or Milestone	Proposed Date	Pricing/Payment
Rehosting Component		
Conduct Project Kickoff Meeting		
Status Meetings		
Project Work Plan		
Goals and Objectives Document		
Migrate and assume maintenance responsibility for DRED websites		
Enable DRED personnel to update sites using content management systems		
Assume Support For All Pre-Existing Advertising		
Migrate and assume maintenance responsibility for OWO websites		
Enable OWO personnel to use existing content management application for updates		
Migrate DTTD Data Engine		
Stress testing and Tuning		
Support and Maintenance Component		
Maintenance and updates on DRED website		
Technical Support for new DRED website		
Copywriting as requested		

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Redesign and Building Component		
Build sites specified in Work Plan.		
Conversion and installation of existing site content to new site layout and organization		
Test, debug and implement in the hosting environment		
Participate in User Acceptance Testing (UAT) to ensure required functionality and features are available and operating as specified		
Conduct research and requirements validation		
Requirements analysis report		
Goals and objectives documents		
Conduct technical and information architecture review and develop plan		
Information map and navigation plan		
Database architecture and Data dictionary		
Provide functioning in-bound and out-bound interfaces		
Single department-wide content management application for website updates		
Train DRED staff on content management application		
Deployment of new DRED Website		
Website documentation		
Future Enhancements		
Implement future enhancements as requested		
Conduct research and requirements validation		
Requirements analysis report		
Goals and Objectives Document		

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Conduct Technical and Information Architecture Review And Develop Plan		
Information Map and Navigation Plan		
	<i>TOTAL</i>	

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 June 30, 2016.

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

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

F-3 Proposed Vendor Staff and Resource Hours Worksheet

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

Table F-3: 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

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F-6 Website Hosting, Maintenance, and Support Pricing Worksheet

Table F-6: Website Hosting, Maintenance, and Support Pricing Worksheet

Maintenance Functionality	YEAR					TOTAL
	1	2	3	4	5	
Technical support, maintenance, and updates for new DRED Websites						
Websites Hosting						
GRAND TOTAL						

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APPENDIX G: SAMPLE CERTIFICARES

G-1 New Hampshire Certificate of Authority or Certificate of Good Standing

(VENDORS NEED TO SUBMIT)

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

G-2 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.

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SAMPLE:

CERTIFICATE
(Corporation Without Seal)

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

(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

Remainder of this page intentionally left blank

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 (if applicable) 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.