



**STATE OF NEW HAMPSHIRE**  
**Department of Education, Bureau of Adult Education**  
**2023-034 – NHED High School Equivalency Testing Services**  
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**SECTION 1 – OVERVIEW AND SCHEDULE OF EVENTS**

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## **SECTION 1: OVERVIEW AND SCHEDULE OF EVENTS**

### **1.1. Executive Summary**

#### **1.1.1. Introduction**

The Department of Education, Bureau of Adult Education (BAE) is committed to improving adult learners' literacy, English language acquisition and other academic skills by providing and promoting leadership, technical assistance and collaboration statewide that leads to a high school diploma or equivalency in order to support successful transition into postsecondary education, training and employment.

**Project Overview/Justification:** Bureau of Adult Education is responsible for providing a national-recognized high school equivalency exam, based on uniform educational criteria, as a part of the Adult High School Education Program establish under RSA 186:61.

**Goals and Objectives for High School Equivalency Testing Services RFP:** The Bureau of Adult Education seeks a contract with a third-party vendor to provide comprehensive high school equivalency testing services in multiple delivery modalities, including paper-based, computer-based, remote proctored and in English and Spanish formats for a period of eighteen months, through June 30, 2024 with the option to extend for three additional two-year terms through June 30, 2030.

Services must have the ability to restrict access in accordance with NH Ed 704; provide scoring services; be aligned to the College & Career Readiness Standards for Adult Education; offer multiple forms of the test to allow for retesting; be accessible to test takers with disabilities and allow for multiple payment options.

#### **1.1.2. Scope of Work (SOW) Overview**

The Department of Education, Bureau of Adult Education is seeking a vendor to provide high school equivalency testing services aligned to the College & Career Readiness Standards for Adult Education for the state of New Hampshire as a component of its Adult Education program.

#### Background

The state of New Hampshire has offered a high school equivalency certificate based on successful completion of a nationally recognized exam since 1937. Until 2014, the test of record was the GED. A Request for Proposals was issued in 2013 that resulted in the state switching to the HiSET Exam, published by Educational Testing Services (ETS) in 2014. The following key features played a role in choosing the HiSET exam:

1. The HiSET Exam was available in paper and computer formats.
2. The HiSET Exam did not require a test candidate to withdraw from high school to take the exam<sup>1</sup>.
3. The HiSET Exam did not preclude a high school diploma graduate from pursuing a high school equivalency certificate or a certificate holder from returning to earn a high school diploma.

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<sup>1</sup> In 2009, NH adopted a compulsory attendance law increasing the drop out age from 16 to 18.

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New Hampshire will continue to use the HiSET Exam as the test of record for the high school equivalency certificate through the expiration of the current contract with ETS (transferred to PSI Online in February of 2022) on December 31, 2022.

In 2020, NH added a remote-proctoring option for test takers over the age of 18 and changed its payment system to a client self-service model which allows for online and 3<sup>rd</sup> party payments. ETS collects the state administrative fees through the online payment system and pays those fees to the state monthly.

There are approximately 1,000 high school equivalency test candidates in New Hampshire each year. Most test candidates are under the age of 25 and have completed at least 10<sup>th</sup> or 11<sup>th</sup> grade. In 2021, 15% of subtests were administered through remote proctoring. All other tests were proctored in-person locally at the thirty-one paper-based testing centers or the fourteen computer-based testing centers; 42% on paper, 37% on computer and 4% in the correctional system (on paper). Almost all approved test centers are located within adult education programs administered by the Bureau of Adult Education.

In accordance with state administrative rules<sup>2</sup>, test candidates must 18 years old and be physically residing in New Hampshire or have legal residence within the state. Test candidates under the age of 18 wishing to take the high school equivalency test must receive permission from the superintendent of schools. To receive permission, the test candidate must be at least 16 years of age and demonstrate that he or she has passed the certified practice test.

#### Test Content

The high school equivalency exam must allow for demonstration of competencies equivalent to a high school graduate in the content areas of Mathematics, Science, Social Studies, and English Language Arts including Writing and Reading.

The exam must be substantially aligned to the College & Career Readiness Standards for Adult Education as verified through a published item alignment analysis at least once every three years of the contract period. The analysis should include percentages of Depth of Knowledge levels with the majority representing levels 2, 3, and 4.

The vendor is responsible for providing evidence of validity and reliability for the exam.

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<sup>2</sup> NH Ed 704 High School Equivalency Program  
[http://www.gencourt.state.nh.us/rules/state\\_agencies/ed700.html](http://www.gencourt.state.nh.us/rules/state_agencies/ed700.html)

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Test Formats

It is required that the test be available for in-person proctored testing in paper-pencil, computer-based formats and through online remote-proctoring. Additionally, the exam must be accessible to test takers with disabilities, including, but not limited to, alternate formats such as large print or Braille. The test must be offered in English and Spanish.

The vendor is expected to provide multiple forms of the test to allow for retesting. Test candidates must be allowed to combine different formats, forms and languages to earn a passing overall score. For example: a test taker can combine scores from the Mathematics and Science subtests on paper, the Reading and Social Studies subtests on computer; and the Writing subtest in Spanish.

There must be an official or certified practice test that is not accessible to the general public and is appropriate to use as a predictor of passing scores. In accordance with NH Ed 704, all test takers under the age of 18 are required to “demonstrate that he or she has passed the certified practice test with scores equal to or above the minimum required for passing the high school equivalency test” as a part of the request to waive the age requirement for admission to testing.

Test Candidate Experience

The vendor must offer a system that allows the test candidate to register, schedule and pay for the exam online using a credit card or other online financial services such as PayPal. For 3<sup>rd</sup> party payees, there must be a voucher system that allows the purchased voucher to be given to an eligible test taker. The registration system must have business rules to ensure compliance with NH laws and rules including:

1. Restricting access to scheduling and payment to test candidates who are at least 18 years of age at the time of registration.
2. An override or similar option for the State Office to allow test candidates who have met the waiver requirements of NH Ed 704 to have access to registration, scheduling and payment.
3. Restricting access to test candidates who do not provide a NH address (see residency requirements in NH Ed 704).

Test candidates should be able to view test scores online and print an unofficial transcript as needed.

There shall be phone and email support for test candidates needing assistance with registering, scheduling and paying for the exam.

The registration system shall collect the following required demographic information: name, date of birth, email address, phone number, mailing address, gender, last school attended (with city and state) and whether the student attended an adult education program to prepare for the exam (and which one). Additional demographic information is optional: ethnicity, race, employment status, last grade completed, planning to enter training or post secondary education, primary reason for taking the exam, how learned about the exam and how prepared for the exam.

Test Candidate & State Administrative Fees and Payments

The fee structure shall reflect the same charges for test candidates choosing paper or computer-based formats. It is important that the fees are not a consideration for test takers in choosing a delivery format when the test is administered at a local test center.

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In addition to the test fee, there should be a system to collect a state administrative fee for each subtest. These fees are used to cover the state's cost of administering the program and shall be remitted to the Bureau of Adult Education monthly.

There shall be a voucher system or an alternative way for a 3<sup>rd</sup> party payee to pay for the exam for eligible test candidates. There are a number of local school districts, civic organizations and scholarship agencies that pay all testing fees for eligible test candidates.

Test takers in state correctional facilities shall not be charged the state administrative fee. Currently inmates pay a fiscal agent for a voucher that only includes the testing fees because they are unable to pay for testing online. They are personally liable for the cost of the test, therefore the state waives the state fees and the state correctional institution is not able to process direct billing from the vendor.

County correctional facilities and the NH Job Corps Center shall be direct billed for any tests administered at their facilities. Again, due to the nature of their incarceration or restricted access to those test centers, fees shall only include the actual test fees and not the state administration fees.

An additional fee may be charged for remote proctoring.

Test Scoring and Transcripts

Test scores shall be available to the test candidate and the state office within one week of test administration (on computer or remote-proctored) and within one week of the vendor's receipt for paper-based tests.

Within the registration system, both the test candidate and the state administrative office should have access to a viewable and printable transcript of the scores that includes the candidate's name and date of birth, a unique identifier (cannot be the social security number), date the subtest was administered, the scores, an indicator as to whether the score is passing or not and a total scaled score. The State office prints this transcript on the back of the official high school equivalency certificate and provides it as an official transcript upon request for employment verification, postsecondary education/training admission and military enlistment.

The state administrative system must allow for searching of transcripts based on name, date of birth, city, status (active or inactive), test date, test center and unique identifier.

In addition to testing services, the Vendor is expected to provide training for test administrators, general information for test candidates, statistical data detailing the performance of New Hampshire test candidates and marketing materials. The vendor must ensure that instructional materials related to the test are available for adult educators.

All costs associated with test development, registration, test administration, proctor training, testing materials, scoring (including mailing answer sheets), reporting and any other program activities including retests, must be covered by fees collected from test candidates.

The test must be nationally recognized and accepted by postsecondary institutions, employers and/or the military as demonstrating academic skill equivalent to a high school diploma. It is the responsibility of

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the vendor to market and directly communicate the value of test completion with entities who generally require a high school equivalency certificate as a qualification.

Test Center Proctors

Because the Bureau of Adult Education provides stipends to local test centers to cover the cost of hiring proctors and provides technical assistance to test centers, the state must maintain the ability to approve all test centers and test proctors. Once approved at the state level, the vendor shall be responsible for providing any required training or certification specific to administering the test.

The current contract includes fees associated with providing up to five state staff or test administrators to attend any national conference sponsored by the vendor including travel, lodging, meals and conference registration fees. It has been extremely valuable for NH staff and proctors to attend national conferences to learn about research related to high school equivalency testing, updates on security procedures, test item development and network with colleagues from other states.

Test center staff shall have access to technical support via phone and email during regular office hours and peak testing times (6:00 – 9:00 pm and weekends). The vendor shall assign a representative as the primary contact for state and test center staff who has been trained on state specific requirements.

Communication between the Vendor and the Test Center staff should be vetted by the state office to ensure consistency across centers and in consideration of any state specific policies.

Instructional Support

The current system provides a summary of the test candidate's score that includes a percentage of correct answers for each process category. This information is used to inform adult education instructors of the areas where the test taker may need additional skill building in order to improve scores.

Information regarding the content categories and processes for each subtest is essential to guide adult education instructors in planning a test candidate's educational plan. This information should be available on the Vendor's website as it is also used by schools to determine the rigor of the exam and to evaluate the potential for counting test scores for academic credit within specific programs.

Data Analysis

The system shall provide the ability for the state staff to run standard and ad hoc reports including the number of tests administered, passing rates and those earning the college and career readiness indicator. The state must also be able to run or request reports for specific populations. For example, the state needs an annual report on students under the age of 20 who have passed the entire exam for calculating the state and local dropout rates.

The vendor shall also provide a comprehensive statistical report, at least annually, which provides NH data in comparison to other states offering the same exam. The report shall include the number of tested in each content area and the passing rate for English and Spanish; the number of complete test passers (previously called batteries completed); the percent of test takers by age, gender, ethnic background, race, last grade completed, employment status, reason for taking the test, ways prepared for test, and reason for taking the test; number of test administered by content and delivery mode; average scores and the number administered for each content area separated by all test candidates and only by those who passed; and passing rates by age, gender, ethnicity and race.

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Marketing & Communication

The vendor shall provide a website with general test information and a link to NH state specific information for potential test candidates, school staff and other interested parties.

The vendor shall provide marketing materials for use by the state office or local test centers for outreach and recruitment purposes.

The vendor shall be responsible for promoting the use of the exam as a reliable demonstration of high school equivalency to potential candidates, employers, post-secondary or training institutions and the military.

The vendor shall provide free practice tests and instructor resources for use with students in adult education programs.

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Data Sharing

The Vendor must allow for the state to provide score integration for the student management system. The state is currently using LiteracyPro’s LACES system.

Data shall not be stored outside of the United States – See [Appendix B-2 Data Location](#).

**1.2. Schedule of Events**

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

<b>SCHEDULE OF EVENTS</b>	
<b>EVENT</b>	<b>DATE &amp; TIME (ET)</b>
RFP Released to Vendors / Inquiry Period Begins (on or about)/	September 14, 2022
Vendor Conference (Required)	September 22, 2022 at 9:00 am ET Online Register in advance required for this meeting: <a href="https://us02web.zoom.us/join/91234567890">https://us02web.zoom.us/join/91234567890</a>
Vendor Inquiry Period Ends (Final Inquiries due)	September 30, 2022
Final State Responses to Vendor Inquiries	October 3, 2022
Final Date and Time for Proposal Submission	October 14, 2022 4:00 PM ET
Invitations for Oral Presentations	October 21, 2022
Vendor Presentations/Discussion Sessions/Interviews (Optional)	October 21, 2022
Estimated Date of Vendor Selection	November 1, 2022
Anticipated Governor and Council Approval	December 21, 2022
Anticipated Effective Contract Date	January 1, 2023

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SECTION 2 – PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

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**SECTION 2: PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS**

**2.1. Proposal Submission**

Proposals submitted in response to this RFP must be received no later than the time and date specified in the Schedule of Events, herein.

The Price Proposal must be labeled clearly and submitted separately from the Technical Proposal.

Late submissions will not be accepted. Delivery of the Proposals shall be at the Vendor's responsibility. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated below. The Agency accepts no responsibility for damaged, mislabeled, or undeliverable mailed or emailed proposals.

**2.2. Electronic Proposals**

*Electronic Proposals must be addressed to:*

**TO:** AdultEd@doe.nh.gov

*Proposals must be clearly marked as follows:*

**SUBJECT:** RESPONSE TO RFP: 2023-034-High School Equivalency Testing Services

*Electronic Submissions must be submitted using the following criteria:*

- a. Searchable PDF Format
- b. Files must be less than 10MB in size.

Exception: If files are greater than 10MB in size, the Vendor will be required to submit their proposal in parts. It is the Vendors responsibility to ensure a complete proposal is submitted.

**2.3. Number of Proposals**

Vendors are permitted to submit One (1) Proposal with a unique solution in response to this RFP.

**2.4. Vendor Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via Email to the following RFP Point of Contact:

**Sarah Ladd Wheeler**

**Email:** [Sarah.L.Wheeler@doe.nh.gov](mailto:Sarah.L.Wheeler@doe.nh.gov)

Inquiries must be received by the RFP Point of Contact no later than the conclusion of the Vendor Inquiry Period identified in the Schedule of Events. Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered. The State assumes no liability for assuring accurate/complete Email transmission/receipt and is not required to acknowledge receipt.

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**SECTION 2 – PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS**

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The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above.

The Agency will require the successful bidder to execute a Contract using the P-37 State of New Hampshire General Provisions ([Appendix I](#)) and any attached exhibits. To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Agreement, the Vendor must submit those exceptions during the Vendor Inquiry Period.

**2.5. Restriction of Contact with Agency 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 Agency regarding this RFP is prohibited unless first approved by the RFP Points of Contact listed herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Vendors may be disqualified for violating this restriction on communications.

**2.6. Validity of Proposal**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in the Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

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**SECTION 3 – PROPOSAL ORGANIZATION, CONTENT AND REQUIRED ITEMS**

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**SECTION 3: PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS**

**3.1. Proposal Organization**

Proposals should adhere to the following outline.

- a. Cover Page
- b. Transmittal Form Letter
- c. Table of Contents
- d. Section I: Executive Summary
- e. Section II: Glossary of Terms and Abbreviations
- f. Section III: Responses to Requirements and Deliverables
- g. Section IV: Narrative Responses
- h. Section V: Corporate Qualifications
- i. Section VI: Qualifications of Key Vendor staff
- j. Section VII: Price Proposal
- k. Section VIII: Vendor Attachments

**3.1.1. Cover Page**

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

**STATE OF NEW HAMPSHIRE**

**Department of Education, Bureau of Adult Education RESPONSE TO RFP: BAE-  
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The cover page should also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and Email address.

**3.1.2. Transmittal Form Letter**

The Vendor must submit a signed Transmittal Form Letter with their response using the Transmittal Form Letter template provided on the following page. Any electronic alteration to the content of this Transmittal Form Letter template is prohibited. Any such changes shall result in a Proposal being rejected.

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**SECTION 3 – PROPOSAL ORGANIZATION, CONTENT AND REQUIRED ITEMS**

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State of New Hampshire Proposal Transmittal Form Letter

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

**To:** Sarah Ladd Wheeler

(603) 271-6701

Sarah.L.Wheeler@doe.nh.gov

**RE:** Proposal Invitation Name: High School Equivalency Testing Services

Proposal Number: 2023-034

Proposal Due Date and Time: 10/14/2022 4:00 PM ET

To Whom It May Concern:

Company Name: \_\_\_\_\_ hereby submits an offer to provide to the State of New Hampshire the Services indicated in High School Equivalency Testing Services 2023-034 at the price(s) quoted in Vendor Response Section VII: *Price Proposal*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the P-37 State of New Hampshire General Provisions and Exhibits, identified in Appendix I.

We attest to the fact that:

1. The company has reviewed and agreed to be bound by the RFP.
2. The company has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the RFP Closing Date or until the Effective Date of any resulting Contract, whichever is later.
4. The prices quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands this RFP.

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- d. Is currently debarred from performing work on any project of the federal government or the government of any state;
- e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;

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**SECTION 3 – PROPOSAL ORGANIZATION, CONTENT AND REQUIRED ITEMS**

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- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

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

Our official point of contact is: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_  
Authorized Signature Printed: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_

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**SECTION 3 – PROPOSAL ORGANIZATION, CONTENT AND REQUIRED ITEMS**

**3.1.3. Table of Contents**

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal.

**3.1.4. Section I: Executive Summary**

Section I shall provide an executive summary, not to exceed two (2) pages, identifying how the Vendor satisfies the goals of this RFP. The executive summary will also provide an overview of the Vendor's proposed Solution and Services highlighting those factors that they believe distinguish their Proposal.

**3.1.5. Section II: Glossary of Terms and Abbreviations**

Section II shall provide a glossary of all terms, acronyms, and abbreviations used in the Vendor's Proposal.

**3.1.6. Section III: Responses to System Requirements and Deliverables**

Section III shall include the response tables from the Business/Technical Requirements and Deliverables [Appendix B](#). The Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

**3.1.7. Section IV: Narrative Responses**

Section IV solicits narrative responses describing the Software, Technical, Services and Project Management topics defined for this RFP Project. The Topic for Mandatory Responses [Appendix C](#) is organized into sections, which correspond to the different aspects of the scoring process of the proposal. Discussion of each topic must begin on a new page.

**3.1.8. Section V: Corporate Qualifications**

Section V shall provide the corporate qualifications of the Vendor and any Subcontractors proposed to participate in the Project. Specific information to be provided is described in the Standards for Describing Vendor Qualifications [Appendix D](#).

**3.1.9. Section VI: Qualifications of Key Vendor Staff**

Section VI shall be used to provide required information on the Vendor's Key Project Staff. Specific information to be provided is described in the Standards for Describing Vendor Qualifications [Appendix D](#).

**3.1.10. Section VII: Price Proposal**

Section VII shall include the Price Proposal, which must describe the proposed cost of the Vendor Proposal based on and reflected by the inclusion of the completed tables listed in the Pricing [Appendix E](#).

**3.1.11. Section VIII: Vendor Attachments**

Section VIII provides for extra materials as referenced in the Topic for Mandatory responses Appendix such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports.

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**SECTION 4 – EVALUATION OF PROPOSALS**

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**SECTION 4: EVALUATION OF PROPOSALS**

**4.1. Criteria for Evaluation and Scoring**

Each responsive 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.

If the Agency determines to make an award, the Agency will begin negotiations with a Vendor based on these evaluations. Should the Agency be unable to reach agreement with the high scoring Vendor during Contract discussions, the Agency may then undertake Contract discussions with the next high scoring Vendor and so on; or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Agency will use a scoring scale of one hundred (100) Points. Points will be distributed as set forth in the table below.

<b>SCORING TABLE</b>	
<b>CATEGORIES</b>	<b>POINTS</b>
Technical Proposal with the following potential maximum scores for each Technical Proposal category listed below:	90
Proposed Software Solution	40
Vendor’s Technical, Service and Project Management Experience	30
Vendor Company	10
Staffing Qualifications	10
Price Proposal Potential Maximum Points	10
<b>TOTAL POTENTIAL MAXIUM POINTS AWARDED</b>	one hundred (100)

The Agency will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize technical scores.

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## **4.2. Scoring Detail**

### **4.2.1. Scoring of the Proposed Software Solution**

The Vendor's Proposed Software Solution will be allocated a maximum score of forty (40) Points. The main purpose of this section is to measure how well the Solution meets the business needs of the Agency.

Scoring is primarily measured using vendor responses in the following sections:

- a. Proposal Section III: Responses to Requirements and Deliverables
- b. Proposal Section IV: Narrative Responses
- c. Vendor Presentation and Demonstration (if applicable)

### **4.2.2. Scoring of Vendor Technical, Service, and Project Management Experience**

Vendor proposed Technical, Service, and Project Management Experience will be allocated a maximum score of thirty (30) Points. In this section, the State will score the technical merits of how the Vendor will carry out the Implementation and maintenance of the Solution. Technical details of the System including security and protection of data, proposed training administrative procedures, how the Vendor manages its team and the Project will be critical. How compatible the Vendor's procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

*Scoring is primarily measured using vendor responses in the following sections:*

- a. Proposal Section III: Responses to Requirements and Deliverables
- b. Proposal Section IV: Narrative Responses
- c. Proposed Work Plan
- d. References

### **4.2.3. Scoring of Vendor Company**

Vendor Company qualifications will be allocated a maximum score of ten (10) points. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

*Scoring is primarily measured using vendor responses in the following sections:*

- a. Proposal Section V: Corporate Qualifications
- b. References

### **4.2.4. Scoring of Vendor Staffing Qualifications**

Vendor's Staff must have the training and experience to support the Vendor's plans to implement and support the System. Vendor's Staff qualifications will be allocated a maximum score of ten (10) points.

*Scoring is primarily measured using vendor responses in the following sections:*

- a. Proposal Section VI: Qualifications of Key Staff
- b. Vendor Presentations & Demonstrations (if applicable)
- c. References

### **4.2.5. Scoring the Software Solution Price**

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The Vendor's Software Solution price will be allocated a maximum score of ten (10) points. The State will consider both Implementation and subsequent Seven (7) year(s) License and maintenance costs as well as the costs associated in [Appendix E - Pricing](#). The price information required in a Proposal is intended to provide a sound basis for comparing costs. The cost point formula described in the Price Proposal Review section will be utilized for this scoring portion.

### **4.3. Planned Evaluations**

The Agency plans to use the following process:

- a. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- b. Preliminary evaluation of the Proposals;
- c. Oral interviews and Product Demonstrations (if applicable);
- d. Final Evaluation of Technical Proposals and scoring;
- e. Review of Price Proposals and scoring; and
- f. Select the highest scoring Vendor and begin contract negotiation.

#### **4.3.1. Initial Screening**

The Agency will conduct an initial screening step to verify Vendor compliance with the submission requirements set forth in the RFP and the minimum content set forth in the Proposal Format, Content and Required Items within this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

#### **4.3.2. Preliminary Technical Scoring of Proposals**

The Agency will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve seventy (70) minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Price Proposal will remain unopened.

#### **4.3.3. Oral Interviews and Product Demonstrations**

At the Agency's discretion, Vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct oral interviews and product demonstrations, with which Vendors, the number of interviews and the length of time provided for the interview and Product demonstration. The Agency may decide to conduct oral interviews and product demonstrations with less than all responsive Vendors.

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. The Agency may ask the Vendor to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews.

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Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor.

**4.3.4. Final Scoring of Technical Proposals**

Following Oral Interviews, Product Demonstrations, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

**4.3.5. Price Proposal Review and Scoring**

Price proposals will be reviewed upon completion of the final scoring of Technical Proposals. The Vendor's Price Proposal will be allocated a maximum potential score of ten (10) points. Vendors are advised that this is not a low bid award and that the scoring of the price proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Vendor.

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

Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Maximum Number of Points for price proposal.

For the purpose of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who has scored above the minimum necessary for consideration on the Technical Score.

**4.4. No Best and Final Offer**

The Proposal should be submitted initially on the most favorable terms that the Vendor can offer. There will be no best and final offer procedure. The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the entire Proposal.

**4.5. Rights of the Agency in Accepting and Evaluating Proposals**

The Agency reserves the right to:

- a. Make independent investigations in evaluating Proposals;
- b. Request additional information to clarify elements of a Proposal;
- c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- d. Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- e. At its sole discretion, reject any and all Proposals at any time; and
- f. Open contract discussions with the second highest scoring Vendor and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

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**SECTION 5 – TERMS AND CONDITIONS RELATED TO THE RFP PROCESS**

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**SECTION 5: TERMS AND CONDITIONS RELATED TO THE RFP PROCESS**

**5.1 RFP Addendum**

The Agency 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 Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

**5.2 Non-Collusion**

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Vendors and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

**5.3 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.

**5.4 Confidentiality of a Proposal**

The substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the Agency without the Agency's prior consent may be grounds for disqualification.

**5.5 Public Disclosure**

In general, the State is obligated to make public the information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship. The Right-to-Know law (RSA 91-A) obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

In addition, the Governor and Council (G&C) contract approval process more specifically requires that pricing be made public and that any contract reaching the G&C agenda for approval be posted online.

**5.5.1 Disclosure of Information Submitted in Response to RFP**

Information submitted in response to this RFP is subject to public disclosure under the Right-to-Know law after the award of a contract by G&C. At the time of closing date for Proposals, the State will post the number of responses received with no further information. Pursuant to RSA 21-G:37, the State will also post the name and rank or score of each Vendor pursuant to the timeliness requirements therein. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including, but not limited to information related to proposals, communications between the parties or contract negotiations, shall be available until a contract is approved by G&C. This means unsuccessful Vendors shall not be notified of the outcome until that time.

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Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this request for proposal should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as “CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Vendors acknowledge and agree that:

- a. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- b. The State is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- c. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

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### **5.6 Electronic Posting of Resulting Contract**

RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal, Vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online via the State's website.

### **5.7 Non-Commitment**

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

### **5.8 Proposal Preparation Cost**

By submitting a Proposal, a Vendor agrees that in no event shall the Agency 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.

### **5.9 Ethical Requirements**

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any State agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services (DAS), which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

### **5.10 Debarment**

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

### **5.11 Challenges on Form or Process of the RFP**

A bidder questioning the Agency's identification of the selected Vendor may request that the Agency review its selection process. Such request shall be made in writing and be received by the Agency within 5 (five) business days after the rank or score is posted on the agency website. The request shall specify all points on which the bidder believes the Agency erred in its process and shall contain such argument in

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support of its position as the bidder seeks to present. In response, the issuing Agency shall review the process it followed for evaluating responses and, within 5 (five) business days of receiving the request for review, issue a written response either affirming its initial selection of a Vendor or canceling the bid. In its request for review, a bidder shall not submit, and an Agency shall not accept nor consider, any substantive information that was not included by the bidder in its original bid response. No hearing shall be held in conjunction with a review. The outcome of the Agency's review shall not be subject to appeal.

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**SECTION 6 - CONTRACT TERMS AND AWARD**

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**SECTION 6: CONTRACT TERMS AND AWARD**

**6.1 Non-Exclusive Contract**

Any resulting Contract from this RFP will be a Non-Exclusive Contract. The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

**6.2 Award**

Any resulting Contract is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the Contract.

**6.3 Anticipated Contract Term**

The Vendor shall be fully prepared to commence work 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 initial Contract Term will begin on the Effective Date and extend through June 30, 2024. The Contract Term may be extended for two (2) years up to three (3) time(s) (“Extended Contract Term”) at the sole option of the State, subject to the parties prior written agreement on terms and applicable fees for each extended Contract Term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

**6.4 Standard Contract Terms**

The Agency will require the successful bidder to execute a Not to Exceed Contract. The P-37 State of New Hampshire General Provisions and Exhibits, identified in [Appendix I](#) will form the basis of any Contract resulting from this RFP.

To the extent that a Vendor believes that exceptions to the standard form Contract will be necessary for the Vendor to enter into the Agreement, the Vendor should note those issues during the Vendor Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Vendor’s exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential Vendors of the exceptions which have been accepted and indicate that exception is available to all potential Vendors. Any exceptions to the standard form contract that are not raised during the Vendor inquiry period are waived. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the State’s terms in response to this solicitation.

**6.4.1. Contract Negotiations and Unsuccessful Bidder Notice**

If a Vendor is selected, the State will notify the selected Vendor in writing of their selection and the State’s desire to enter into contract discussions. Until the State successfully completes discussions with the selected Vendor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor.

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**6.4.2. Subcontractors**

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.

**6.5 Related Documents Required**

The selected Vendor will be required to submit the following documents prior to Contract approval:

- a. Certificate of Good Standing obtained by the Secretary of State of New Hampshire.
- b. Certificate of Authority/Vote - The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an Agreement or amendment with the State of New Hampshire.
- c. Certificate of Insurance - Certificate of Insurance evidencing coverage as required under the Contract.
- d. Workers' Compensation coverage must comply with State of NH RSA 281-A.

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**APPENDIX A - VENDOR CONFERENCE REQUIREMENTS**

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**APPENDIX A: VENDOR CONFERENCE REQUIREMENTS**

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

Online: Sep 22, 2022 09:00 AM Eastern Time (US and Canada)

Register in advance for this meeting:

[https://us02web.zoom.us/meeting/register/tZ0lduyorjooGNI23\\_HfOoHk1aR2LpejHt1A](https://us02web.zoom.us/join/zoom/register/tZ0lduyorjooGNI23_HfOoHk1aR2LpejHt1A)

After registering, you will receive a confirmation email containing information about joining the meeting.

All Vendors who intend to submit Proposals must attend the Vendor Conference. Vendors must pre-register using the link provided above.

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 thirty-six (36) 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 DAS Website by the date specified as the final State responses to Vendor inquiries as specified in the Schedule of Events. Vendors are responsible for any costs associated with attending the Vendor Conference.

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**APPENDIX B BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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**APPENDIX B: BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

**B – 1 Statement of Work**

The Vendor is responsible for providing a nationally recognized high school equivalency testing services aligned to the College & Career Readiness Standards for Adult Education using a nationally recognized exam for eligible test candidates as described in NH Ed 704. The test must be available in a variety of formats and delivery modes to allow maximum access to testing services including, but not limited to: paper and computer formats; in-person and remote proctored delivery; multiple versions to allow for pre-testing; in English, Spanish, large print and Braille; and with accommodations for individuals with disabilities.

The Vendor must provide an online registration system that allows scheduling for eligible test-takers, including verification of age and residency requirement. Test candidates must have the option to pay for the exam online through various payment methods and school districts or other interested parties must be able to pay for the exam on behalf of a certain student. Testing fees shall include a state administrative fee that is collected by the Vendor and paid out to the State monthly. The fee structure must allow for same fee to be charged to the test taker regardless of delivery format to ensure equitable access for all test takers. There must be a system for direct billing correctional facilities and restricted access sites that does not include the State administrative fees.

The Bureau of Adult Education must retain the right to approve/reject testing centers and examiners, but the Vendor is responsible for providing training on the system and technical support at all levels: State Office, test center and test candidate.

The Vendor shall collect test candidate demographics and provide a comprehensive score report that specifies any academic remediation needed and when cut scores have been achieved, can be used as an official transcript by the State Office. On an annual basis, the Vendor shall provide a statistical report that shows how New Hampshire test takers compare to other states. The State Office must have access to a system that produces regular reports on performance and volume as well as the ability to search for individual test taker information and ad hoc reports as needed.

The Vendor must provide an annual, restricted access practice test, aligned with the current year's test, that can be used to meet the requirements of NH Ed 704. Additionally, free practice tests shall be available to the general public. It is preferred that the practice test be available in both paper-pencil and computer-based formats.

The Vendor shall be responsible for marketing the high school equivalency exam and ensuring that it is recognized as a high school equivalent for schools, employers, post-secondary institutions and the military. Customizable marketing materials shall be provided to the State and local adult education centers to promote the use of the test.

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**APPENDIX B BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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All costs associated with test development, the registration and administration systems, training, materials, scoring (including mailing answer sheets), reporting and any other program activities including retests, must be covered by fees collected from test candidates.

**B – 2 Data Location**

The Vendor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State Data shall be restricted to information technology systems within the Continental United States. The Vendor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the Contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Vendor shall permit its personnel and contractors to access State data remotely only to provide technical support and as specified or required by the Contract.

**B – 3 Background Checks**

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State’s information among the Contractor’s employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor’s Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

**B – 4 Business Requirements/Technical Requirements**

Business and Technical Requirements are identified in the Business and Technical Requirements Workbook attachment. Vendors shall review the instructions and complete the workbook in [Attachment A](#).

Vendors shall complete the Department of Information Technology Cloud & Hosted Systems Survey found in [Attachment B](#).

**B – 5 Activity, Deliverable, or Milestone**

Vendor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in Table B-3: Deliverables. This chart is available in [Attachment A](#).

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	
2	Project Status Reports	Written	

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3	Work Plan	Written	
4	Communications and Change Management Plan	Written	
5	Deployment Plan	Written	
6	Comprehensive Training Plan	Written	
7	Documentation of Operational Procedures	Written	
8	Conduct Training	Non-Software	
9	Cutover to New Software	Non-Software	
<b>OPERATIONS</b>			
10	Ongoing Hosting Support	Non-Software	
11	Ongoing Support & Maintenance	Software	
12	Ongoing Status Meetings	Non-Software	
13	Conduct Project Exit Meeting	Non-Software	

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**APPENDIX C TOPICS FOR MANDATORY RESPONSES**

**APPENDIX C: TOPICS FOR MANDATORY RESPONSES**

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for this RFP. Responses provided should be relevant to the Project described within this RFP. Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

<b>TABLE C: Topics</b>	
	<b>PAGE LIMIT</b>
<b>C-1 Proposed Solution</b>	
Topic 1 – Description of Solution <ul style="list-style-type: none"> <li>a. Test Content</li> <li>b. Test Format</li> <li>c. Test Candidate Experience</li> <li>d. Test Candidate &amp; State Administrative Fees and Payments</li> <li>e. Test Scoring and Transcripts</li> <li>f. Test Center Proctors</li> <li>g. Remote Proctoring</li> <li>h. Instructional Support</li> <li>i. Data Analysis</li> <li>j. Marketing and Communication</li> <li>k. Data Sharing</li> <li>l. Business Requirements</li> <li>m. User Friendliness and Usability Features</li> <li>n. Product Literature</li> </ul>	20 - Attachment Unlimited
Topic 2 – Technical Architecture	5
Topic 3 – Software Releases	5
Topic 4 – Data Import/Export Standards	3 - Include Attachment
<b>C-2 Vendor’s Technical, Service and Project Management Experience</b>	
<b>C-2.1 Security and Protection of Data</b>	
Topic 5 – System Security	10
Topic 6 – Security Testing	3
<b>C-2.2 State Personnel and Training</b>	
Topic 7 – User Training Approach	3
Topic 8 – Preparation and Expectations of State Staff including Technical Knowledge Transfer	4
<b>C-2.3 Project Execution</b>	
Topic 9 – Implementation Approach	10
<b>C-2.4 Project Management</b>	
Topic 10 – Work Plan, Status Meetings and Reports	No Limit

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Topic 11 – Risk and Issue Management	3
Topic 12 – Quality Assurance Approach	6
<b>C-2.5 Ongoing Operations For Vendor Hosted Solution</b>	
Topic 13 – Hosted System	5
Topic 14 – Backup and Recovery	2
Topic 15 – Assurance and Business Continuity Plan	3
Topic 16 – Support and Maintenance for Vendor Hosted System	2

**C-1. Proposed Solution**

**TOPIC 1 DESCRIPTION OF SOLUTION**

*The State will evaluate whether the proposed Solution includes the required features.*

1. Provide a detailed description of your proposed Solution, including features and functionality.
  - a. **TEST CONTENT:**
    - Describe how the test allows for demonstration of competencies equivalent to a high school graduate in the areas of Mathematics, Science, Social Studies and English Language Arts including Writing and Reading.
    - Provide evidence that the test is substantially aligned to the College & Career Readiness Standards for Adult Education and the current analysis of an item alignment and plans for future validity and reliability studies.
    - Has the alignment been verified by any third party research agency? If so, what were the conclusions?
    - Is the test aligned with any other sets of standards issues by national accreditation associations? If so, which ones?
  - b. **TEST FORMAT:** Provide a list and description of the test formats available:
    - Is the test available in both paper-pencil and computer-based formats?
    - Is the test available in both English and Spanish languages?
    - Can the test candidate take the test online with remote proctoring?
    - Will the Solution provide appropriate test formats available for test takers with disabilities?
      - Describe what accommodations, if any, are available without special permission from the Vendor?
      - Describe what accommodations are available with documentation?
      - Is the documentation required for accommodations cost-prohibitive to low-income adult education students (i.e. requires extensive medical documentation)?
      - What is the Vendor-developed process for approving accommodation requests?
      - Are accommodations available in both the paper-pencil, computer-based and online testing? If the accommodations are different based on the format, please describe.
    - How will the Solution address the issue of test candidates who need to retest multiple times within a calendar year?
    - Describe how the Solution will meet the state administrative requirements in NH Ed 704 for a restricted access, certified practice test.

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- c. **TEST CANDIDATE EXPERIENCE:** Describe the registration, scheduling and payment system(s).
- Describe the payment options available and how a 3<sup>rd</sup> party can pay a specific test taker.
  - Describe the test fee schedule including the cost per content test; any differences between costs for paper-pencil, computer-based or online delivery; any difference in cost for retests and what is included in the test fees.
  - How will the Solution address restrictions outlined in NH Ed 704 for individuals who are under 18 of age at the time of registration? And how will the State Office be able to lift restricted access once the age waiver is approved.
  - How will the Solution restrict access to remote testing for test takers who are not NH residents?
  - Describe the functionality for test candidates to view scores and print an unofficial transcript.
  - Describe the technical support, including by phone, email or other communication, available to test candidates needing assistance with registering, scheduling and paying for the exam.
  - Describe how the Solution will collect required demographic information including name, date of birth, email address, phone number, mailing address, gender, last school attended (with city and state) and whether the test candidate attended an adult education program to prepare for the exam and if so, which one. Additional demographic information may also be included, but not limited to: ethnicity, race, employment status, last grade completed, future plans to enter into post-secondary education/training, primary reason for taking the exam, how the individual learned about the exam and how he/she prepared for the exam.
- d. **TEST CANDIDATE & STATE ADMINISTRATIVE FEES AND PAYMENTS:**
- Describe how the fee structure will provide be equitable regardless of test format.
  - Describe how the Solution will collect State Administrative fees and how those will be remitted to the State monthly.
  - Describe how the Solution will allow for 3<sup>rd</sup> party payments.
  - Describe how the Solution meet the requirements for restricted access sites where the test taker cannot register online or make personal payments, such as county and state correctional systems. How will the Solution ensure that state correctional inmates will not be charged the State Administrative fees.
  - Describe any additional fees to be paid by the test candidate and/or the State.
- e. **TEST SCORING AND TRANSCRIPTS:**
- Describe the timeframe for the availability of test scores.
  - Describe the functionality for test candidate, test center and State office staff to search, view and print transcripts that include the candidate's name, date of birth and a unique identified (which cannot be the social security number), the date of test administration, the scores, an indicator as to whether the score is passing or not, and a total score.
  - Describe the training required for and provided by the Vendor for test administrators.
  - Describe the outreach and marketing of general test information for potential test candidates.

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- How will the Vendor meet the requirement of an annual statistical report detailing the performance of NH test candidates?
- How will the Vendor support the development of instructional materials aligned to the test?
- How will the Vendor ensure that the test is nationally recognized and accepted by postsecondary institutions, employers and the military as demonstrating academic skill equivalent to a high school diploma?

**f. TEST CENTER PROCTORS**

- How will the Vendor provide training for test center proctors?
- What support will be provided for test center proctors and State staff to attend a national conference provided by the Vendor for the purposes of sharing best practices, security protocols, research and test item development?
- Describe the support available to test center proctors needing technical assistance during regular office hours and peak testing times.
- How will the Vendor ensure that customer services staff are trained on NH specific requirements?
- Describe the communication process between the Vendor and the State.

**g. REMOTE PROCTORING**

- Describe the process for remote proctoring including how IDs are checked, visual environmental checks, any artificial intelligence or other monitoring software used as well as the security processes in place to protect the data collected.
- Describe how and where any video recordings will be stored and secured. How long will recordings be stored and how will they be destroyed?

**h. INSTRUCTIONAL SUPPORT**

- Describe how the Vendor will provide instructional support for adult educators in preparing test candidates which may include the test blueprint, process and content categories and standards aligned.
- Describe any relationships, established or impending, with publishing companies or software companies for the purposes of providing supplemental instructional resources.
- How will the Vendor support potential students and adult education programs through the availability of free practice tests (different than the required, restricted access practice test used to comply with NH Ed 704)?

**i. DATA ANALYSIS**

- Describe the reporting functionality of the Solution including standard and ad hoc reports including the number of test administered, passing rates and those earning the college and career readiness indicator.
- Describe how the State will receive an annual report of test takers under the age of 20 who have passed the entire exam to be used for calculating the state and local dropout rate (due by the first week of September).
- Describe or provide a sample of an annual statistical report that provides NH data in comparison with other states including a list of required reports:

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- Number tested in each content areas and delivery mode, average scores for passers and non-passers
- Passing rates by content area and by language (English or Spanish)
- Number of complete test passers (i.e. battery)
- Percent of test candidates and passers by age, gender, ethnic background, race, last grade completed, employment status, reason for taking the test, ways prepared for the test

**j. MARKETING & COMMUNICATION**

- Provide a print out or mock-up of a website with general test information and a link to specific NH information for potential test candidates, school staff and other interested parties.
- Provide sample marketing materials for use by the State Office or local test centers to be used for outreach and recruitment purposes.
- How will the Vendor promote the use of the test as a reliable demonstration of high school equivalency to potential candidates, employers, postsecondary or training institutions and the military?

**k. DATA SHARING**

- Describe the support provided for score integration with the state's adult education student management system. The state is currently using LiteracyPro's LACES system.

**l. BUSINESS REQUIREMENTS**

- Describe how your Solution meets the business requirements in [Appendix B-4 Business Requirements/Technical Requirements](#).

**m. USER FRIENDLINESS AND USABILITY FEATURES**

- Describe ease of use and user friendliness of your proposed Solution including learning curve and navigation. Highlight in detail specific advantages to the user Interface. What methodology do you use to ensure that your user Interface is user friendly?

**n. PRODUCT LITERATURE**

- Provide an attachment with product literature describing the functionality of the proposed Software. Provide a table that maps your literature with topics listed in this Appendix. Include references to page numbers.

**TOPIC 2 TECHNICAL ARCHITECTURE**

*The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.*

Describe the technical architecture (software, hardware, and Network) of the proposed Solution.

Describe how your Solution meets the technical requirements in [B-4 Business Requirements/Technical Requirements](#).

Describe the benefits of the technical architecture (i.e. scalability, adaptability, interoperability, etc.)

How will the proposed software Solution be accessed (i.e. Web Browser over Internet)?

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Describe any additional software that will be required on end-point devices and the access authorization level required to install it.

Describe any add-on or third-party Software required.

Is your product dependent on a solution not included in this proposal?

Is the proposed application considered Open Source Software?

Describe any Open Source Software used by the proposed Solution.

Describe any hardware requirements associated with the hardware Solution.

**TOPIC 3 ENHANCEMENTS AND NEW RELEASES**

*The State will evaluate the degree to which the solution appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.*

1. Discuss the following aspects of anticipated future releases of the proposed Solution. Coverage should include but not be limited to the following:
  - What types (maintenance, Enhancement, other) of releases are planned?
  - What is the historical (past 3 years) and expected frequency of each type of new release?
  - How is the content of future releases determined? Required maintenance, security, user input?
  - Are Enhancements made for specific clients included in future releases for all clients?
  - What specific Enhancements are planned for release within the next 24 months?
  - How is the content of a release communicated to the client?
  - Can components of a release be applied individually or by Module without adversely affecting the overall functionality of the System?
  - How long is a release supported?

**TOPIC 4 DATA IMPORT/EXPORT STANDARDS**

*The State will evaluate the ease of interfacing with our current Data import and export layouts for Data exchange.*

1. Provide a detailed description of the mechanism and tools included in the proposed System to enable Interfaces defined in [B-4 Business Requirements/Technical Requirements](#).
2. What types of Interfaces are possible with the proposed System (On-line, batch, etc.)?
3. What standard Interface formats are used with the proposed Software. What degree of flexibility is available?
4. Does the System employ standard definitions or file layouts for Interfaces? If so, include a sample in an Appendix.
5. What scheduling tools are required for initiation of Interfaces? Are these tools included with the proposed Software?
6. Are there any constraints upon the timing of batch Interfaces?
7. Provide an attachment with Data flow diagrams.

**C-2. Vendor's Technical, Service and Project Management Experience**

**C-2.1 Security and Protection of Data**

**TOPIC 5 SYSTEM SECURITY**

*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.*

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1. Describe the System security design and architectural features incorporated into the proposed Solution including:
  - a. Compliance with NIST SP 800-171, Protecting Controlled, Unclassified Information in Non-Federal Systems and Organizations
  - b. Compliance with NIST SP 800-63, Digital Identity Guidelines
  - c. Compliance with NIST SP 800-115, Technical Guide to Security Testing and Assessment.
  - d. The methods used to ensure that the parties to interactions with the Application cannot later repudiate or rebut those interactions.
  - e. The Intrusion Detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
  - f. The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
  - g. The system maintenance methods used to ensure that system maintenance does not unintentionally disrupt the security mechanisms of the Application or supporting hardware.
  - h. Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
  - i. The notification and escalation process in the event of an intrusion.
2. Describe how appropriate administrative, technical and organizational security measures will be implemented and maintained to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public data particularly with regard to remote proctoring.
  - a. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
3. All NH Personal Data obtained must be encrypted at rest and in transit with controlled access. Describe how this requirement will be met.
4. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
5. At no time shall any NH Personal data be copied, disclosed, retained or used by the Vendor or any party related to the Vendor for any purpose other than fulfilling the service

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

1. What process or methodology is employed within the proposed Software to ensure Data integrity?
2. To what degree does your approach rely on System assurance capabilities?
3. If multiple Databases are employed, what extra procedures are employed to ensure synchronization among Databases?

**TOPIC 6 SECURITY TESTING**

***The State will evaluate the Vendor's approach to Security Testing.***

1. Describe the testing tools and methodologies used for testing the security of the Software Application and Hosting environment.
2. How can you ensure the security and confidentiality of the State Data collected on the system?
3. What security validation Documentation will be shared with the State?
4. Do you use internal or external resources to conduct Security Testing?

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## **C-2.2 State Personnel And Training**

### ***TOPIC 7 USER TRAINING APPROACH***

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

1. Describe in detail the options for Vendor-supplied training for State Staff and Test Center Administrators. Include a proposed training schedule, training topics, and options for participation (e.g., in-person, webinars, one-on-one, On-line on-demand) that you would provide.
2. Describe any national conference(s) provided and any arrangements for State Staff and local providers to attend the conference.
3. Describe in detail the Documentation that is available to support the training of users of your proposed Solution. Include help screens, On-line or printable manuals and Knowledge bases. If any of these resources would need to be developed or modified for your proposed Solution include a timeline for their availability. If there are access restrictions on any of this material indicate what those restrictions are.

### ***TOPIC 8 PREPARATION AND EXPECTATIONS OF STATE STAFF INCLUDING TECHNICAL KNOWLEDGE TRANSFER***

*The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately and the State will evaluate requirements for State staff to support the system after Implementation.*

1. Describe how State staff assigned to the Project Team will be involved throughout the Project, including design meetings, decision making, and scope control.
2. Provide an overview of Project Team interactions and dependencies between functions.
3. Provide recommendations for State staff requirements to maintain the system after Implementation (skill, # of resources, etc.)
4. The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address, training curriculum, training priorities and prerequisites, specific commercial and custom course, and one-on-one learning opportunities for State staff.
5. Describe and provide samples of the available Documentation supporting the System. Does the Documentation include technical specifications, troubleshooting tips, technical contact information?

## **C- 2.3 Project Execution**

### ***TOPIC 9 IMPLEMENTATION APPROACH***

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

1. Provide one or more feasible Implementation Plans. For each plan provided:

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- Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
- Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower costs
- Address the level of risk associated with each plan.
- Why is this the approach you recommend?
- Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project – i.e. SharePoint, Portal?

## **C-2.4 Project Management**

### **TOPIC 10 WORK PLAN, STATUS MEETINGS AND REPORTS**

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

1. 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.
2. Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones/critical events, Deliverables, and payment Schedule. Include the Deliverables outlined in [Appendix B](#) (Business/Technical Requirements and Deliverables), appropriate status meetings and Reports, and include other Deliverables that you, based on past experience, would recommend be developed on this Project.
3. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
4. Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
  - a. All assumptions upon which the Work Plan is based;
  - b. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
  - c. Assignments of members of the Vendor’s team identified by role to specific tasks; and
  - d. Critical success factors for the Project.
5. Discuss how this Work Plan will be used and State access to Plan details.
6. Discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the project is on schedule, project expenses incurred to date, and within budget.
7. Define your planned approach to maintaining all project documentation. For example, how will this documentation be available to the State staff (Word Doc, SharePoint, etc.).

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

1. The State believes that effective communication and Reporting are essential to project success. As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.
2. Describe your planned project management activities including Introductory and Kickoff Meetings, Status Meetings, Work Plan Updates, and Special Meetings. Discuss frequency, duration, participants, agenda items, etc.
3. Describe how you will report Project health to communicate Project status with Stakeholders and for the early recognition of factors that may result in Project problems requiring special attention.

**TOPIC 11 PROJECT RISK AND ISSUE MANAGEMENT**

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

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

**TOPIC 12 QUALITY ASSURANCE APPROACH**

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

1. Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration (Written, Software, and Non-Software). Discussion should include but not be limited to:
  - Provision for State input to the general content of a Written Deliverable and Non-Software Deliverables prior to production;
  - The standard for Vendor internal Review of a Written Deliverable and Non-Software Deliverables prior to formal submission.

**C-2.5 Ongoing Operations For Vendor Hosted Solution**

**TOPIC 13 HOSTED SYSTEM**

*Describe the service model being offered.*

1. Service is Commercial Off the Shelf Software (COTS), Software-as-a-Service (SaaS), Platform-as-a-service (PaaS), or Infrastructure-as-a-Service (IaaS). Refer to the glossary for definitions.

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2. The State requires the service provider to use web services exclusively to Interface with the State of New Hampshire's Data in near Real-Time when possible. Describe any client software or plug-in downloads that may be required.

*It is preferred the service provider's relevant Data Center(s) are certified to the Federal Information Security Management Act (FISMA) level 3 ATO4 and/or Federal Risk and Authorization Management Program (FedRAMP) CSP5, and have independent annual SOC 2 Type 2 audits performed.*

1. Provide Certifications and latest audit of the Data Center(s) being used in the Solution offered.
2. If Certifications and audits cannot be provided the service provider will be required to implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and Non-Public Information. Such security measures must be in accordance with recognized industry practices such as in the National Institute of Standards and Technology (NIST) Controls 800-53 Rev 4 where applicable. Describe controls including but not limited to:
  - a. Data storage, Data Encryption, Data destruction, Data location, Data handling,
  - b. business continuity and disaster recovery plan;
  - c. Security incident or Data Breach notification,
  - d. change control and maintenance,
  - e. patching and upgrades
3. Describe how the service provider will provide compliance to all Federal and State of New Hampshire laws, regulations, statutes, policies, standards, and best practices relevant to internet based Hosting.
4. The State requests regularly scheduled Reporting to the State of New Hampshire. Describe the availability of Reports available to the State including latency statistics, user access, user access IP address, user access history and security logs for all State of New Hampshire files related to this RFP .
5. The State requires the system to be available 24/7/365 (with agreed-upon maintenance downtime), and for the Vendor to provide service to customers as defined in a Service Level Agreement (SLA) which will be developed and agreed to in the Contract phase. The State also requires the service provider to guarantee 99.9% uptime (excluding agreed-upon maintenance downtime). Describe how you will meet these requirements.

**TOPIC 14 BACKUP AND RECOVERY**

*The State seeks a sound Backup and Recovery provision as part of the Solution.*

1. Describe the tools used for Backup and Recovery of Applications and Data.
2. Describe timelines for scheduled backup of Data and Servers including the retention schedule.
3. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:
  - a. Use of and method for logging and journaling;
  - b. Single points of failure and recommended approaches for their elimination;
4. Approach to redundancy including backup material securely transferred from the site to another secure location to avoid complete Data loss with the loss of a facility.
5. Explain your high-level methodology for creation of a Disaster Recovery Plan.

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6. Discuss how the disaster recovery plan identifies appropriate methods for procuring additional hardware in the event of a component failure. Also describe any impact of Software License fees. The State believes that additional Software License fees solely related to redundancy for Backup and Recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
7. Discuss how the disaster recovery plan addresses the recovery of lost State Data as well as your own.
8. Will the Solution include the option to have the collected Data stored at the Vendor's site, at the State site or both?

**TOPIC 15 ASSURANCE OF BUSINESS CONTINUITY**

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

1. Provide a plan for business continuity if a disaster occurs at the Data center that is Hosting the proposed Solution.
2. The State believes that additional Software License fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

**TOPIC 16 SUPPORT AND MAINTENANCE FOR VENDOR HOSTED SYSTEM**

*The State will evaluate whether the Vendor's proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current "best practices" for these tasks.*

1. Describe how the System hardware, Software, and Database will be maintained in accordance with the Specifications, terms, and conditions of the RFP, including providing upgrades and fixes as required.
2. Describe the Help Desk Support that will be available to State staff including hours of operation, phone vs Email, access to technical support staff.
3. Describe the classification of a Software Defect (bug) that will be used to indicate the degree of negative impact on the quality of the Software and anticipated response times.
4. Describe any particular procedures required to handle escalation and emergency calls.
5. Detail the types and frequency of support tasks required.
6. Describe any different levels and or models of support and maintenance that you provide
7. Describe how the Vendor will work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
  - a. mean time between Reported Deficiencies with the Software;
  - b. diagnosis of the root cause of the problem; and
  - c. identification of repeat calls or repeat Software problems.

*For all maintenance service calls, the Vendor shall ensure the following information will be collected and maintained:*

- a. nature of the Deficiency;
- b. current status of the Deficiency;
- c. action plans, dates, and times;
- d. expected and actual completion time;

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**APPENDIX C TOPICS FOR MANDATORY RESPONSES**

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- e. Deficiency resolution information;
  - f. Resolved by;
  - g. Identifying number i.e. work order number; and
  - h. Issue identified by.
8. Describe how the State will be informed of emergency maintenance or system outages?
9. Describe how the Vendor will ensure all hardware and Software components of the Vendor Hosting infrastructure will 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.

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**APPENDIX D STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

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**APPENDIX D: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

**D-1. Vendor Qualifications**

Vendor qualifications are important factors in selecting Software and accompanying Implementation and Support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- a. Corporate qualifications of each Vendor proposed to participate in the Project;
- b. Proposed team organization and designation of key staff;
- c. Individual qualifications of Candidates for the role of Project Manager; and
- d. Individual qualifications of Candidates for other key staff roles.
- e. This Appendix identifies specific information that must be submitted.

**D-2. Required Information on Corporate Qualifications**

Describe the major business areas of the firm and length of time in business. 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.

**D-2.1. Financial Strength**

Provide at least one of the following:

- a. The current Dunn & Bradstreet Report on the firm;
- b. The firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement;
- c. The firm's most recent income tax return.

**D-2.2. Litigation**

The relevance of involvement of the company in litigation will be considered. Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

**D-2.3. Prior Project Descriptions**

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

- a. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
- b. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
- c. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
- d. Names and project roles of individuals on the Vendor proposed team for the New Hampshire Project that participated in the project described.

**D-2.4. Subcontractor Information**

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

- a. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
- b. A high-level description of the Subcontractor's organization and staff size;

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**APPENDIX D STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

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- c. Discussion of the Subcontractor's experience with this type of Project;
- d. Resumes of key personnel proposed to work on the Project;
- e. Two references from companies or organizations where they performed similar services; and
- f. Physical location of Subcontractor's headquarters and branch offices, including offshore locations.

**D-3. Team Organization and Designation of Key Vendor Staff**

Provide an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, 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:

- High School Equivalency Testing Services
- Adult Education, especially those provided under the Workforce Innovation & Opportunity Act of 2014

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

**D-3.1 Candidates for Project Manager and Key Vendor Staff Roles**

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.

For the Project Manager Candidate, and all other Key Vendor Staff Roles, provide a resume not to exceed three (3) pages in length addressing the following:

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

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**APPENDIX E PRICING**

**APPENDIX E: PRICING**

**E-1. Pricing**

Vendor’s Price Proposal must be based on the worksheets formatted as described in this Appendix. The Vendor must assume all reasonable travel and related expenses. All labor rates will be “Fully Loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out-of-pocket expenses.

**E-1.1. Activities / Deliverables / Milestones Pricing**

The Vendor must include the 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.

<b>Table E-1.1</b>				
	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>	<b>Price</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Project Status Reports	Written		
3	Work Plan	Written		
4	Communications and Change Management Plan	Written		
5	Deployment Plan	Written		
6	Comprehensive Training Plan	Written		
7	Documentation of Operational Procedures	Written		
8	Conduct Training	Written		
9	Cutover to New Software	Written		
<b>OPERATIONS</b>				
10	Ongoing Hosting Support	Non-Software		
11	Ongoing Support & Maintenance	Software		
12	Ongoing Status Meetings	Non-Software		
13	Conduct Project Exit Meeting	Non-Software		

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**APPENDIX E PRICING**

**E-1.2. Other Costs**

For other costs not handled in the above Pricing Table Worksheets, please use the following table to provide a detailed itemization of any additional cost.

<b>Table E-1.2.</b>								
<b>OTHER COST PRICING WORKSHEET</b>								
<b>OTHER COST DESCRIPTION</b>	<b>YEAR 1 1/1/2023 - 6/30/2023</b>	<b>YEAR 2 7/1/2023- 6/30/2024</b>	<b>YEAR 3 SFY 24 7/1/2024- 6/30/2025</b>	<b>YEAR 4 SFY 25* 7/1/2024- 6/30/2026</b>	<b>YEAR 5 SFY 26* 7/1/2025- 6/30/2027</b>	<b>YEAR 6 SFY 27* 7/1/2026- 6/30/2028</b>	<b>YEAR 7 SFY 28* 7/1/2027- 6/30/2029</b>	<b>YEAR 8 SFY 30* 7/1/2029 - 6/30/2030</b>
National Training/Conference								
Certified Practice Tests								
Testing Fees for State Office (100 tests per year)								
<b>Total</b>								

**NOTE to Vendor: Key Assumption(s):** Vendors should add/use a separate row for each other cost item proposed.

*\* based on approved extension of the original contract*

**E-1.3. Testing Fees**

The proposal must include testing fees charged to the test candidate. The following format must be used to provide this information.

<b>Table E-1.3.</b>								
<b>TESTING FEES</b>								
	<b>YEAR 1 1/1/2023 - 6/30/2023</b>	<b>YEAR 2 SFY 24 7/1/2023- 6/30/2024</b>	<b>YEAR 3 SFY 25* 7/1/2024- 6/30/2025</b>	<b>YEAR 4 SFY 26* 7/1/2025- 6/30/2026</b>	<b>YEAR 5 SFY 27* 7/1/2026- 6/30/2027</b>	<b>YEAR 6 SFY 28* 7/1/2027- 6/30/2028</b>	<b>YEAR 7 SFY 29* 7/1/2028 - 6/30/2029</b>	<b>YEAR 8 SFY 30* 7/1/2029 - 6/30/2030</b>
Paper based Test								
Computer based Test								
Remote Proctored Test								
<b>Total</b>								

*\* based on approved extension of the original contract*

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**APPENDIX F DOIT INFRASTRUCTURE & SECURITY**

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**APPENDIX F: DOIT INFRASTRUCTURE & SECURITY**

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

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**APPENDIX G MERCHANT CARD SERVICES**

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**APPENDIX G: MERCHANT CARD SERVICES**

Applicable as defined below.

**G-1. PCI DSS Payment Application Data Security Standard (PA DSS)**

Whereas the Vendor provides a Commercial Off the Shelf (COTS) product used by the Department of Education, Bureau of Adult Education which transmits, processes or stores cardholder Data and therefore must meet PA-DSS validation requirements

Whereas the Vendor access to the production environment which transmits, processes or stores cardholder data and therefore is considered a “service provider” under Requirement 12.8 of the PCI DSS Requirements and Security Assessment Procedures of the latest edition.

The Vendor agrees to the following provisions:

- a. Vendor shall comply with all credit card brand rules, as applicable, in regards to their environment. The Vendor will work with the State if any non-compliance issues occur to ensure proper remediation of any non-compliance issues.
- b. Payment Card Industry Security Standards Council (PCI SSC) – Payment Application Data Security Standard (PA DSS) - As the Vendor’s product is part of the processing, transmitting or storing of Cardholder Data it is hereby agreed that:
  - i. Vendor agrees to participate in the Payment Card Security Standards Council (PCI) Payment Application Data Security Standards program (PA DSS);
  - ii. Vendor agrees to provide evidence of compliance, PA DSS Attestation of Validation prior to Contract approval and upon request;
  - iii. Vendor is required to provide a PA-DSS Implementation Guide with instructions on secure product implementation, secure configuration specifics, and to clearly delineate vendor responsibilities for meeting PCI DSS requirements. It should detail how to enable security settings within the network; and
  - iv. Vendor shall immediately notify the NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns its application is no longer PA DSS compliant and shall immediately provide the DOIT Chief Information Security Officer of the steps being taken to remediate the non-compliance status. In no event should Vendor’s notification to the DoIT be later than seven (7) calendar days after Vendor learns it is no longer PA DSS compliant.
- c. PCI DSS Requirement 12.8 of the latest edition, Service Provider – If the Vendor provides Services on the production environment used in the processing, transmission and/or storage of Cardholder Data, it is hereby agreed that:
  - i. Vendor agrees that it is responsible for the security of all Cardholder Data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the Cardholder Data;
  - ii. Vendor attests that, as of the Effective Date of this RFP, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with PCI DSS; and

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**APPENDIX G MERCHANT CARD SERVICES**

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- iii. Vendor agrees to supply the current status of Vendor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to Department of Education, Bureau of Adult Education . Vendor must supply to the Department of Education an Attestation of compliance at least annually and upon request.
- iv. Vendor shall immediately notify NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns that it is no longer PCI DSS compliant and shall immediately provide the Department of Education, Bureau of Adult Education the steps being taken to remediate the non-compliance status. In no event shall Vendor's notification to NH DoIT Chief Information Security Officer be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.
- v. Vendor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Vendor to be and to remain PCI DSS compliant.
- vi. Vendor shall agree to work with Department of Education, Bureau of Adult Education in order to clarify how responsibilities for PCI DSS requirements may be shared, by completing a CPI DSS Responsibility Matrix.
- d. Vendor shall disclose any Nested Third Party Service Provider (TPSP) that is a part of the Cardholder Environment. Vendor shall document the Nested TPSP's allocation of liability, responsibility and costs relating to actions of outsourced contractors and/or notifying the Vendor regarding incidents. The Department of Education, Bureau of Adult Education shall require an Attestation of Compliance on an annual basis and upon request from the Nested Third Party Service Provider.

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**APPENDIX H TERMS AND DEFINITIONS**

**APPENDIX H: TERMS AND DEFINITIONS**

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

<b>Term</b>	<b>Definition</b>
<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Agreement</b>	A Contract duly executed and legally binding.
<b>Commercial Off The Shelf Software</b>	Software that is purchased from a vendor and is ready for use with little or no change.
<b>Confidential Information</b>	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.  Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
<b>Contract</b>	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
<b>Data</b>	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.
<b>Data Breach</b>	“Data Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.

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**APPENDIX H TERMS AND DEFINITIONS**

<b>Deficiency (-ies)/Defects</b>	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
<b>Hosted Services</b>	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
<b>Hosted System</b>	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process for making the System fully Operational for processing the Data.
<b>Infrastructure as a Service (IaaS)</b>	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
<b>Non-Public Information</b>	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, agreement or administrative rule from access by the general public as public information.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
<b>Operational</b>	Operational means that the System is ready for use 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.
<b>Personal Information</b>	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.

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<b>Proposal</b>	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
<b>Security Incident</b>	“Incident” means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in a contract.
<b>Software</b>	All Custom, SAAS and/or COTS Software provided by the Vendor under the Contract.
<b>Software Deliverables</b>	All Custom, SAAS and/or COTS Software and Enhancements.
<b>Software License</b>	Licenses provided to the State under this Contract.
<b>Software-as-a-Service (SaaS)</b>	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
<b>Specifications</b>	The written details that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State Data</b>	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
<b>Subcontractor</b>	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.

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**APPENDIX H TERMS AND DEFINITIONS**

<b>Support Services</b>	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system application or network.
<b>Warranty Period</b>	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
<b>Work Plan</b>	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: <i>Business/Technical Requirements and Deliverables</i> . 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.

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**APPENDIX I P-37 STATE OF NH GENERAL PROVISIONS**

**APPENDIX I: P-37 STATE OF NEW HAMPSHIRE GENERAL PROVISIONS & EXHIBITS**

| **FORM NUMBER P-37 (version 12/11/2019)**

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Contract Start Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

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**APPENDIX I P-37 STATE OF NH GENERAL PROVISIONS**

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**2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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**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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. 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.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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**ATTACHMENTS**

The following documents are provided in separate documents and must be completed and attached to the Vendor's proposal as indicated in [Appendix B](#).

Attachment A: Business & Technical Workbook

Attachment B: Cloud & Hosted Systems Survey