

STATE OF NEW HAMPSHIRE

Department of Education:

Statewide Student Information System (State Version):

DOE - RFP 2021-030

RFP ISSUED:	03/15/2021
VENDOR CONFERENCE:	04/01/2021 1PM ET
LOCATION:	101 Pleasant Street Concord, NH 03301
	NAME: Nathan Valence
STATE POINT of CONTACT:	EMAIL: Nathan.Valence@doe.nh.gov
	TEL: 603-271-3865
CONTRACT TYPE:	Firm Fixed Price
PROPOSALS DUE:	04/23/2021 4PM ET

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SECTION 1 – OVERVIEW AND SCHEDULE OF EVENTS

SECTION 1: OVERVIEW AND SCHEDULE OF EVENTS

1.1. Executive Summary

1.1.1. Introduction

The New Hampshire Department of Education (NHDOE) is responsible for providing educational leadership and services, which promote equal educational opportunities and quality practices and programs that enable New Hampshire residents to become fully productive members of society.

Project Overview/Justification: The NHDOE, is seeking a Commercial off-the-shelf (COTS) software solution from firms with expertise in offering a Statewide Student Information System – State Version (Statewide SIS) that is Common Education Data Standards (CEDS) and Ed-FI compliant. The NHDOE plans to make a district version of the system an available option to all New Hampshire public schools and districts (194 districts, 176,178 students, and 10 SIS vendors). The Statewide SIS must be vendor hosted and seamlessly integrate with the vendor’s district version of the software as well as collect data from districts that use another vendor’s SIS. In addition, where possible the NHDOE is looking for a solution that incorporates other educational modules (e.g. Special Education, Food and Nutrition, etc...) for a total solution.

The NHDOE is looking to identify a quality Statewide SIS based on best business and technology practices for student information management in education. The NHDOE expects the outcome of this project to be a more efficient/effective process for student data collection as well as validations at the state level and reduced costs at the district level for districts that elect the State-chosen vendor (see the business requirements in Table C-2 that is included as an attachment to RFP).

As required by RSA 189:66 (<https://www.gencourt.state.nh.us/rsa/html/XV/189/189-66.htm>), the system must comply with both FERPA standards and New Hampshire Privacy Regulation HP1612.

- The Family Educational Rights and Privacy Act (FERPA) (<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>)
- New Hampshire Privacy Regulation HP1612 (<https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/minimum-standards-privacy.pdf>)

1.1.2. Scope of Work (SOW) Overview

The NHDOE plans to purchase and deploy Statewide SIS data collection system and make it available option to all New Hampshire public schools and districts (194 districts, 176,178 students, and 10 SIS vendors). The NHDOE expects the outcome of this project to be a more efficient/effective process for student data collection as well as validations at the state level, more timely educational data for improved analysis, and reduced costs at the district level if they choose to go with the State chosen vendor. The new data collection system must adhere to Common Education Data Standards (CEDS) to facilitate the extract, transform, and load (ETL) processes to the NHDOE’s warehouse. In addition, the Department of Education expectation is that all the

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historical data in our data warehouse that is required for CEDS will be put into the vendor's operational data store/CEDS database.

1.2. Schedule of Events

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

SCHEDULE OF EVENTS	
EVENT	DATE & TIME (ET)
RFP Released to Vendors / Inquiry Period Begins (on or about)/	03/15/2021
Notification to the State of the Number of Representatives Attending the Vendor Conference (Mandatory)	03/31/2021
Vendor Conference	04/01/2021 1:00pm (webinar)
Vendor Inquiry Period Ends (Final Inquiries due)	04/09/2021
Final State Responses to Vendor Inquiries	04/16/2021
Final Date and Time for Proposal Submission	04/23/2021 4:00PM
Vendor Presentations/Discussion Sessions/Interviews (Mandatory)	04/29/2021
Estimated Date of Vendor Selection	05/06/2021
Anticipated Governor and Council Approval	06/??/2021 (End of June)
Anticipated Effective Contract Date	07/01/2021

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SECTION 2 – PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

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, as set forth herein.

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

Late submissions will not be accepted. Delivery of the Proposals shall be 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.

2.1.1. Electronic Proposals

Electronic Proposals must be addressed to:

TO: Nathan.M.Valence@doe.nh.gov

CC: James.C.Kask@doe.nh.gov

Proposals must be clearly marked as follows:

Subject: RESPONSE TO RFP: DOE - RFP 2021-??? Statewide Student Information System (State Version)

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.

2.1.2. Number of Proposals

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

2.2. 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:

Nathan Valence

Email: Nathan.M.Valence@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.

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. To the extent that a Vendor believes that exceptions to the standard form contract will be

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necessary for the Vendor to enter into the Agreement, the Vendor must submit those exceptions during the Vendor Inquiry Period.

2.3. 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 forbidden 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.

2.4. 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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3.1. Proposal Organization

- a. Proposals should adhere to the following outline.
- b. Cover Page
- c. Transmittal Form Letter
- d. Table of Contents
- e. Section I: Glossary of Terms and Abbreviations
- f. Section II: Executive Summary
- g. Section III: Topics for Mandatory Response (Appendix C)
 - i. Proposed Software Solution Responses (C-1)
 - ii. Business Requirements Responses (C-2)
 1. State Level Business Requirements (Topic 5)
 2. District Level Business Requirements (Topic 6)
 - iii. Vendor Technical, Service, and Project Management Responses (C-3)
 - iv. Vendor Company Responses (C-4)
 - v. Vendor Staffing Responses (C-5)
- h. Section IV: Price Proposal (Appendix D)
- i. Section V: Vendor Attachments

3.1.2. Cover Page

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

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

3.1.3. Transmittal Form Letter

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

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State of New Hampshire Proposal Transmittal Form Letter

Company Name: _____

Address: _____

To: Nathan Valence

603-271-3865 ≥

Nathan.M.Valence@doe.nh.gov

RE: Proposal Invitation Name: Statewide Student Information System (State Version)

Proposal Number: DOE - RFP 2021-030

Proposal Due Date and Time: ??/??/2021 ET

Dear Sir:

Company Name: _____ hereby offers to provide to the State of New Hampshire the Services indicated in RFP NHDOE_RFP 2021-030_Statewide Student Information System (State Version) at the price(s) quoted in Vendor Response Section IV: *Price Proposal*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in Form Number P-37 *State of New Hampshire General Provisions (Section 6-Contract Terms and Award, 6.6- State of New Hampshire General Provisions p-37)*.

We attest to the fact that:

The company has Reviewed and agreed to be bound by all RFP terms and conditions including but not limited to Form Number P-37 *State of New Hampshire General Provisions*, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract, whichever is later.

The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read and included a copy of RFP 2021-030_Statewide Student Information System (State Version) and any subsequent signed Addendum (a).

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;

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- 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;
- 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

3.1.4. Table of Contents

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

3.1.5. Section I: Glossary of Terms and Abbreviations

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

3.1.6. Section II: Executive Summary

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

3.1.7. Section III: Topics for Mandatory Response (Appendix C)

3.1.7.1. Proposed Solution (C-1)

The vendor shall provide responses to each of the questions in Appendix C section C-1.

3.1.7.2. Business Requirements Responses (C-2)

3.1.7.2.1. State Level Business Requirements - The vendor shall provide responses to each of the questions in Appendix C, section C-2. Topic 5.

3.1.7.2.2. District Level Business Requirements - The vendor shall provide responses to each of the questions in Appendix C, section C-2. Topic 6.

3.1.7.3. Vendor Technical, Service, and Project Management Responses (C-3)

The vendor shall provide responses to each of the questions in Appendix C section C-3.

3.1.7.4. Vendor Company Responses (C-4)

The vendor shall provide responses to each of the questions in Appendix C section C-4.

3.1.7.5. Vendor Staffing Responses (C-5)

The vendor shall provide responses to each of the questions in Appendix C section C-5

3.1.8. Section IV: Price Proposal (Appendix D)

The vendor 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. Price Proposal (Appendix D)

3.1.9. Section V: Vendor Attachments

Section IV provides for extra materials 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

SECTION 4: EVALUATION OF PROPOSALS

4.1. Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

- a. Proposed Software Solution and Business Requirements
- b. Vendor’s Technical, Service and Project Management Experience
- c. Vendor Company
- d. Vendor Staffing Qualifications
- e. Price Proposal.

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 thousand (1,000 points; a maximum of four hundred (400) points awarded based on the Proposed Software Solution; a maximum of two hundred (200) points awarded based on the Vendor’s Technical, Service and Project Management Experience; a maximum of one hundred (100) points awarded based on the Vendor Company; a maximum of one hundred (100) points awarded based on the Vendor Staffing Qualifications; a maximum of two hundred (200) points awarded based on the Price Proposal, which will be distributed as set forth in the table below.

SCORING TABLE	
CATEGORIES	POINTS
Proposed Software Solution and Business Requirements	400 points (40%) <ul style="list-style-type: none"> • 200 points for State Level Solution • 200 points for District Level Solution
Vendor’s Technical, Service and Project Management Experience	200 points (20%)
Vendor Company	100 points (10%)
Vendor Staffing Qualifications	100 points (10%)
Price Proposal Potential Maximum Points	200 points (20%) – Pricing Model; <ul style="list-style-type: none"> • 100 points for State Level Solution • 100 points for District Level Solution
TOTAL POTENTIAL MAXIUM POINTS AWARDED	1,000 points (100%)

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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.

4.2. Scoring Detail

1.1. Scoring of the Proposed Software Solution

The Vendor's Proposed Software Solution will be allocated a maximum score of 400 Points based on the answer for each question listed. The main purpose of this section is to measure how well the Solution meets the business needs of the Agency.

Criteria for these scores will be found in but are not limited to:

- a. Appendix B (Excel Attachment) – Business Requirements worksheets
- b. Appendix C (Topics for Mandatory Response), Section C-2 Business Requirements

4.2.1. Scoring of Vendor Technical, Service, and Project Management Proposal

Vendor proposed Services will be allocated a maximum score of 200 Points based on the answer for each question listed. In this section, the State will score the technical merits of how the Vendor will carry out the Implementation and maintain the Solution. The Implementation of the Solution will require the Vendor to customize or configure the Application to meet the requirements of the State, monitor and ensure its operation throughout the Warranty Period and, if maintenance is to be provided, to be a partner in the Solution's operation throughout its useful life. Technical details of the System, administrative procedures, how the Vendor manages its team, the Project and the technical environment 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.

Criteria for these scores will be found in but are not limited to:

- a. Appendix B (Excel Attachment) – Vendor Technical, Service, and Project Management Business Requirements worksheet
- b. Appendix C (Topics for Mandatory Response), Section C-3 Vendor Technical, Service, and Project Management Business Requirements

4.2.2. Scoring of Vendor Company

Vendor Company qualifications will be allocated a maximum score of 100 points based on the answer for each question listed. Each question has been assigned a maximum point value. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

Criteria for these scores will be found in but are not limited to:

- a. Appendix B (Excel Attachment) – Vendor Company worksheet
- b. Appendix C (Topics for Mandatory Response), Section C-4 Vendor Company Requirements

4.2.3. Scoring of Vendor Staffing Qualifications

The Vendor's Staff must have the training and experience to support the Vendor's plans to implement and support the System. The Vendor's Staff qualifications will be allocated a maximum score of 100 points based on the answer for each question listed. Each question has been assigned a maximum point value.

Criteria for these scores will be found in but are not limited to:

- a. Appendix B (Excel Attachment) – Vendor Staffing worksheet

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SECTION 4 – EVALUATION OF PROPOSALS

- b. Appendix C (Topics for Mandatory Response), Section C-5 Vendor Staffing Requirements

4.2.4. Scoring the Software Solution Price

The Vendor's Software Solution price will be allocated a maximum score of 200 points. The State will consider both Implementation and the subsequent Five (5) years of ongoing costs in in Appendix D - *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 Business Requirement of the Proposals;
- c. Product Interview and Demonstrations;
- d. Select the highest scoring Vendor and begin contract negotiation.

1.1. Initial Screening

The Agency will conduct an initial screening step to verify Vendor compliance with the business 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.

1.2. Preliminary Scoring of the Proposed Software Solution in the Proposals

The Agency will establish an evaluation team. This evaluation team will review the Proposed Solution and Business Requirements and give a preliminary score. Should a Vendor fail to achieve 300 out of the 400 points in the preliminary scoring, the proposal will receive no further consideration from the evaluation team.

1.3. Product Interview and Demonstrations

Vendors will be invited to do product demonstrations. The Agency retains the sole discretion to determine 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.

Information gained from oral interviews and product demonstrations will be used to refine proposal scoring. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor.

1.4. Price Proposal Review

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The Vendor's Price Proposal will be allocated a maximum potential score of 200 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 use 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 Business Requirements Score.

1.5. Final Scoring of the Proposals

Following 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 Proposal.

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

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 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.

1.1. 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, or, if the contract does not require G&C approval, until the contract has been actually awarded. This means unsuccessful Vendors shall not be notified of the outcome until that time. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the State, may be grounds for disqualification at the State's sole discretion.

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

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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.

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.

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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. Ineligibility

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 an 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 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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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 [Click or tap to enter a date..](#) The Contract Term may be extended up to [Choose an item.](#) year(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 using the P-37 State of New Hampshire General Provisions (refer to Section 6.6 State of New Hampshire General Provisions – P37 below).

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.

1.1. 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.

1.2. 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.

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- 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 - Certificates 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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6.6. State of New Hampshire General Provisions – P37

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.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		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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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.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 Failure to perform the Services satisfactorily or on schedule;

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

8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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.

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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 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.

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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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P-37 Special Provisions

The terms outlined in the P-37 General Provisions are modified as set forth below:

A. Provision 3, Effective Date/Completion of Services, is updated with the following addition:

- 3.3** The Term may be extended up to Choose an item.year(s), (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond Click or tap to enter a date. under the same terms and conditions, subject to approval of the Governor and Executive Council.

B. Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

- 5.5** The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

C. Provision 8, Event of Default/Remedies, is updated with the following addition:

- 8.4** Procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

D. Provision 9, Termination, is deleted and replaced with the following:

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. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

- 9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

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9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- g. Securely dispose of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

E. Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

- 10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State 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 Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by

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reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a.** shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b.** was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c.** is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d.** is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor’s designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor’s sole responsibility and at Contractor’s sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State’s notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

F. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.3 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

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- a. Continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. Immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

G. The following Provisions are added and made part of the P37:

25. FORCE MAJEURE

- 25.1** Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
- 25.2** Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

26. EXHIBITS/ATTACHMENTS

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

27. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

28. GOVERNMENT APPROVALS

Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

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APPENDIX A: VENDOR CONFERENCE REQUIREMENTS

APPENDIX A: VENDOR CONFERENCE REQUIREMENTS

Applicable

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

Department of Education
101 Pleasant Street
Concord, NH 03301

All Vendors who intend to submit Proposals must attend the Vendor Conference. Attendance by teleconference is permitted, and conference call information will be Emailed to registrants upon request. Vendors are requested to RSVP via Email by the date identified in the Schedule of Events, indicating the number of individuals who will attend the Vendor Conference.

Vendors are allowed to send a maximum number of 5.

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 forty-eight (48) 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

APPENDIX B: BUSINESS / TECHNICAL REQUIREMENTS

B-1. Statement of Work

In 2008, the locally developed Initiative for School Empowerment and Excellence (i4see) system changed the way the NHDOE collected and leveraged student and school data. The assignment of a state assigned student identifier (SASID) was the first deliverable of this initiative. The new system improved the NHDOE's ability to stay in compliance with federal and state reporting requirements and gave administrators and teachers easy access to valuable data, helping to improve the education for every child.

However, the aging i4see system has become increasingly difficult to adapt to ever changing federal and state reporting guidelines. Therefore, the NHDOE plans to purchase and deploy Statewide SIS data collection system and make it an available option to all New Hampshire public schools and districts (194 districts, 176,178 students, and 10 SIS vendors). The new data collection system must adhere to CEDS to facilitate the ETL processes to the NHDOE's data warehouse. In addition, the Department of Education expectation is that all the historical data in our data warehouse that is required for CEDS will be put into the vendor's operational data store/CEDS database.

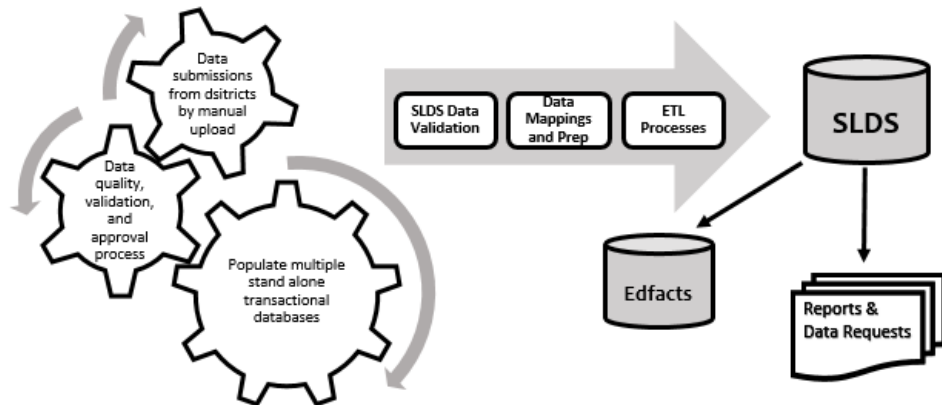
The NHDOE's goal for this RFP is to identify a quality Statewide based on best business and technology practices for student information management in education. The NHDOE expects the outcome of this project to be:

- A more adaptive, efficient, and effective process for student level data collection at the State level. Ultimately, looking to get to real time data collection.
- Data validations at the State Level for the student level data collected.
- More timely educational data for improved analysis and reporting.
- An optional District Level Student Information System (District SIS) solution that offers a clear path including incentives (e.g. reduced costs) for districts that choose to go with the State chosen vendor.
- The separate District SIS will run as an independent installation of the SIS hosted in the same cloud as the State SIS and adhere to State regulations of data privacy and allowable data collections.
- An automated solution for data uploads to the State SIS system if the districts do not choose to join the new system.
- A complete solution that offers:
 - Migration and deployments of current data at both the state and district level
 - Provides a CEDS ODS deployment with a complete generate deployment for all Edfacts reporting requirements.

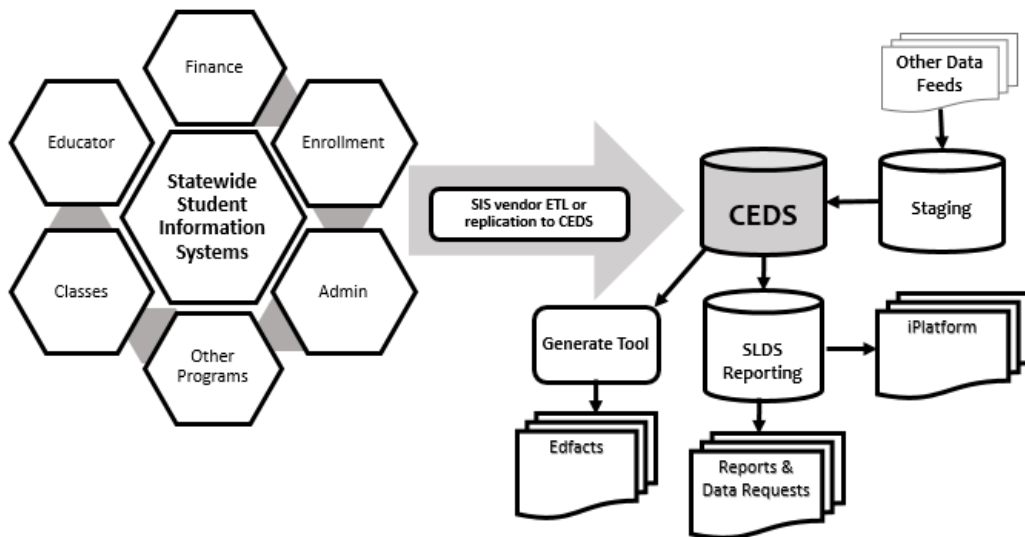
The new data collection system must adhere to CEDS to facilitate the vendor's ETL or replication processes to the operational data store/CEDS database. In addition, the Department of Education expectation is that the last 10 years of historical data in our data warehouse that is required for CEDS will be put into the vendor's operational data store/CEDS database. Below is how the Statewide SIS is anticipated to fit into the NHDOE's future system architecture.

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APPENDIX B: BUSINESS / TECHNICAL REQUIREMENTS

Current SLDS Framework



Future SLDS Framework



B-1.1. 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-2. Business Requirements/Technical Requirements

Vendors shall answer the question on each worksheet of the Appendix B Excel File that accompanies this RFP. The requirements in the Excel file match sections C-2 through C-5 in Appendix C (Topics

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APPENDIX B: BUSINESS / TECHNICAL REQUIREMENTS

for Mandatory Responses) in this word document. Appendix C, sections C-2 through C-5 allow you to elaborate on your answers you will enter into Appendix B.

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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.

TABLE C: Topics	
	PAGE LIMIT
C-1 Proposed Software Solution	
Topic 1 – Description of Solution	Attachment Unlimited (optional)
Topic 2 – Technical Architecture	5
Topic 3 – Software Releases	5
Topic 4 – Data Import/Export Standards	Include Attachment
C-2 Business Requirements	
Topic 5 – State Level Business Requirements	15
Topic 6 – District Level Business Requirements	15
C-3 Vendor Technical, Service, and Project Management Requirements	
Topic 7 – User Training Approach Vendor Technical, Service, and Project Management Requirements	20
C-4 Vendor Company Requirements	
Topic 8 –Company Requirements	10
C-5 Vendor Staffing Requirements	
Topic 9 – Vendor Staffing Requirements	15

C-1. Proposed Software Solution

TOPIC 1 DESCRIPTION OF SOLUTION

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

Provide a detailed description of your proposed Software Solution, including features and functionality.

1. Describe how your Solution meets both the business and technical requirements in C-2 Requirements.
2. Describe ease of use and user friendliness of your proposed Solution including learning curve, navigation. Highlight in detail specific advantages to the user Interface. What methodology do you use to ensure that your user Interface is user friendly?
3. 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

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

1. Describe the technical architecture (software, hardware, and Network) of the proposed Solution.
2. Describe the benefits of the technical architecture (i.e. scalability, adaptability, interoperability, etc.)
3. How will the proposed software solution be accessed (i.e. Web Browser over Internet)?
4. Describe any additional software that will be required on end-point devices and the access authorization level required to install it.
5. Describe any add-on or third-party Software required.
6. Is your product dependent on an existing solution not included in this proposal?
7. What programming languages are used for development, configuration, and customization of the proposed Solution? When was the core Software written?
8. What components of the Software, such as Middleware, are proprietary?
9. Is the proposed application considered Open Source Software?
 - a. Describe any Open Source Software used by the proposed Solution.
 - b. Describe the degree to which the proposed Solution meets the requirements of RSA chapter 21-R:10, 21-R:11, 21-R:13. <http://www.gencourt.state.nh.us/rsa/html/i/21-r/21-r-mrg.htm>
10. Describe any hardware requirements associated with the hardware Solution.

TOPIC 3 SOFTWARE RELEASES

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

Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:

1. What types (maintenance, Enhancement, other) of releases are planned?
2. What is the historical (past 3 years) and expected frequency of each type of new release?
3. How is the content of future releases determined? Required maintenance, security, user input?
4. Are Enhancements made for specific clients included in future releases for all clients?
5. What specific Enhancements are planned for release within the next 24 months?
6. How is the content of a release communicated to the client?
7. Can components of a release be applied individually or by Module without adversely affecting the overall functionality of the System?
8. 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.

Provide a detailed description of the mechanism and tools included in the proposed System to enable Interfaces defined in C-2 Business Requirements.

1. What types of Interfaces are possible with the proposed System (On-line, batch, etc.)?
2. What standard Interface formats are used with the proposed software? What degree of flexibility is available?

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3. Does the System employ standard definitions or file layouts for Interfaces? If so, include a sample in an Appendix.
4. What scheduling tools are required for initiation of Interfaces? Are these tools included with the proposed Software?
5. Are there any constraints upon the timing of batch Interfaces?
6. Provide an attachment with Data flow diagrams.

C-2. Business Requirements (see Appendix B Spreadsheet attachment)

TOPIC 5 STATE LEVEL BUSINESS REQUIREMENTS.

The State will evaluate the degree to which the proposed System meets the state level business requirements.

Describe how the system meeting the state level business requirements:

1. Minimum Data Collected
 - a. At a minimum provide data collection and management for the items currently in:
 - i. NH's data dictionary (<https://my.doe.nh.gov/DataDictionary/Default.aspx>)
 - ii. School Submissions Data Collections (i4See) and Collected Program Area Data Elements as well as the Data Use & Student Privacy document at <https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/student-privacy.pdf>.
2. CEDS Integration
 - a. Common Education Data Standards (CEDS) data alignments and compliance.
 - b. Uses standard School Courses for the Exchange of Data (SCED) codes
 - c. Offers a complete CEDS data store deployment to run the Generate Tool on, including moving the data to CEDS ODS, and extraction of the Edfacts reports
 - d. ETL or replication by vendor of Statewide SIS data to CEDS.
3. Vendor Integration
 - a. The Statewide Student Information System (State level) must seamlessly integrate (real time) with the vendor's district version of the software.
 - b. The Statewide Student Information System (State level) has to be able to accept data uploads (ability to automate daily preferred) from all Student Information Systems (SIS) deployed individually at all the NH school districts"
4. Offer an alternative SIS solution to NH districts without an SIS
 - a. For those smaller school districts (e.g. 500 students or less) without an SIS to manage school and district data, provide a district level SIS for free. Enrollments by district located at https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/2020/district_fall19-20.xlsx.
5. Reduced Pricing
 - a. Offer reduced pricing to larger districts (e.g. over 500 students) who are on the district version of the vendor's SIS. Enrollments by district located at https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/2020/district_fall19-20.xlsx.
6. School and District real-time data collections and notifications for districts using the state preferred vendor.
 - a. Real-time updates to the state system as the districts enters the data in their SIS.
 - b. As student records overlap multiple districts, all districts concerned would be notified or alerted to the change.

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APPENDIX C: TOPICS FOR MANDATORY RESPONSES

- c. Provide 3 deployments for the purpose of PRODUCTION, TESTING and TRAINING.
 - d. Provide support, training and consulting services.
- 7. Student Identity Management Interface**
 - a. Provide duplicate record algorithm for student name matching to verify no duplicate student profiles.
 - b. Name matching with weighted match rates and duplicate re-conciliation
 - c. Student search capability using multiple fields.
- 8. Customizable Daily Membership and Adequacy Aid**
 - a. Provide customizable daily membership and adequacy aid.
- 9. School and District Common Interface**
 - a. Provide an interface to manage all educational institutions managed by the DOE as the backbone of all district uploads and reports.
 - b. Be easily reconfigured to reflect area, district and school configuration changes, which may include closing, opening, renaming, and/or changing the grading structure of schools that supports the preservation of historical information
 - c. Manage a hierarchal structure for schools starting with the School Administrative unit all the way to the location and building numbers.
- 10. Data validation Portal - Provide a reporting platform showing:**
 - a. Anomalies for each district and school
 - b. Task-list for each district or school of items to correct.
 - c. Provide the ability to certify the data by multiple levels of the school districts.
 - d. Be able to configure custom validation rules and adjust them as needed.
 - e. Provide an event-driven warning system using data thresholds and longitudinal comparisons across school years.
 - f. Interface to update business rules and validation checks on the data. • Provide the ability for automated data validation based on a data collection set point which provides the foundation of annual reports.
- 11. Data Reporting Portal**
 - a. Provide a new flexible Reporting platform based on federal and state reporting requirements.
 - b. Migrate existing state and federal reports from SSRS to new platform.
 - c. Compliance with HIPPA and FERPA as well as the NHDOE suppression rules.
 - d. Provide feedback reports to schools and districts that can be customized to meet the needs of a SAU/District/School.
 - e. Data Certification Reports to ensure sign-offs on the data by the schools and districts.
 - f. Adaptability to Federal and state Data reporting needs
 - g. Support the ability to run ad-hoc reports, simple lists or multi-year studies with the ability to save those reports.
 - h. Be able to aggregate datasets according to well-defined and documented business rules.
 - i. State and district data readiness indicators.
 - j. Snapshot mechanism for annual reporting
 - k. Anything that would cut down on the amount of anomalies to correct would be very helpful (e.g. student moves between districts).
- 12. Customizable District and school Homepages**

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APPENDIX C: TOPICS FOR MANDATORY RESPONSES

- a. Provide the ability to communicate information back to the districts.
- b. Custom dashboards and/or email alerts for newsletters and bulletins and a task list from the department to all school districts based on roles assigned.
- c. Data Review Indicators and approvals
- d. Allow districts to customize forms, workflows, data collected, etc...
- 13.** Migration capabilities for existing data
 - a. Provide and create all ETL operations needed for data extraction and importing.
 - b. Ensure a smooth transition from the legacy systems to the new SIS by providing easy to use data migration tools.
- 14.** Data Dictionary with Data Governance capabilities
 - a. Provide a public interface for a data dictionary of all elements provided
 - b. Provide a data governance interface for data stewards to manage the data elements they govern.
 - c. Provide the ability to select, search, filter, and sort on all fields related to a data element, list or table view.
- 15.** Process Automation of data extraction to other DOE systems
 - a. Provide an automatic mechanism for exporting information to ancillary systems
- 16.** Provide a single-sign on solution.
 - a. Support the ability to configure role appropriate level security parameters.
 - b. Support the ability to assign multiple roles to multiple individuals in multiple contexts (schools).
 - c. The tool has to allow for data integration of data sets from third party assessment vendors and other ancillary program data within and outside the NHDOE.
- 17.** Provide as close to a total solution as possible for NHDOE, including fully integrated education modules and integrating with other vendors (e.g. Canvas, Branching Minds, etc...)
 - a. Finance (<https://www.education.nh.gov/who-we-are/division-of-educator-and-analytic-resources/bureau-of-education-statistics/financial-report>) - State Level
 - b. Special Education - District Level
 - c. Food and Nutrition - District Level
 - d. Adult Education - District Level
 - e. 21st Century - At the state level
 - f. ESOL - At the state level
 - g. Career & Tech Education - At the state level
- 18.** History of data converted
 - a. The last 10 years of historical data in NH Department of Education's data warehouse that is required for CEDS will be put into the vendor's operational data store/CEDS database. Each district choosing to convert their SIS to the state chosen vendor will work with the vendor to determine their own historical data needs.
- 19.** Provide Training
 - a. Provide support, training and consulting services.
 - b. Support maximum knowledge transfer to allow the State to conduct its own training in the future.
 - c. Each district choosing to convert their SIS to the state chosen vendor will work with the vendor to determine their own training needs for the district version.
- 20.** Ed-FI Compliant
 - a. State and district versions of the SIS must be ED_FI compliant.
- 21.** Vendor Hosted

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- a. State and district versions of the SIS must vendor hosted.
 - b. Hosting from the cloud preferred.
 - c. Ideally, each district should have their own separate database in the cloud. If not separated by permissions.
- 22. Privacy**
- a. The system must comply with both FERPA standards and New Hampshire Privacy Regulation HB1612.
 - i. The Family Educational Rights and Privacy Act (<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>)
 - ii. New Hampshire Privacy Regulation HP1612 (<https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/minimum-standards-privacy.pdf>)"
- 23. The Americans with Disabilities Act**
- a. Meet The Americans with Disabilities Act" or ADA 508 (<https://www.justice.gov/crt/pl-105-220-1998-hr-1385-pl-105-220-enacted-august-7-1998-112-stat-936-codified-section-504>).
- 24. Offer flexible district and school calendars**
- a. Manage multiple district and/or school calendars per year maintaining planning, current, and historical calendars.
 - b. Allow the schools to setup their school calendar showing holidays and days of instruction.
 - c. The calendar should allow for half-day use, full day use, as well as hours of instruction. A competency-based calendar would be a plus.
 - d. Allow for management of calendar based on unexpected temporary school closures.
 - e. Have the capability to handle virtual schools attendance and calendars as well as competency based education data.
- 25. School Annual Data - Most of these data are populated via the Common Database (master data management system) or ESS (survey system), not entered by the district, but they are used for validation of submitted data. Some of these data can be edited by the district within the i4see application (student level data collection system) as well (e.g., Full Time Kindergarten flag; Principal info).**
- a. Calendar Type (Days or Hours)
 - b. Min Grade
 - c. Max Grade
 - d. Title I Code (School wide, Targeted, Not Title I)
 - e. Preschool flag
 - f. Readiness flag
 - g. FT Kindergarten flag
 - h. Principal name
 - i. Principal email
- 26. School Annual Calendar - Some of this data is pre-populated, but most of it is editable by the district within the i4see application (student level data collection system).**
- a. ADM Calculations by Grade Range (auto-calculated based on the calendar type and dates/hours entered).
 - b. School Start Date
 - c. School End date
 - d. dLast Day for Seniors

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- e. Grade Ranges: Kindergarten; 1-6; 7-12
 - f. Daily Hours (for those on an hourly calendar) with the ability to add multiple hour ranges as hours change throughout the year.
27. Calendar of Events
- a. Event Type
 - b. Event Date
 - c. School Closed (Y/N)
 - d. Hours of Instruction per grade range (K/1-6/7-12) for those districts on an hourly calendar
 - e. Comments field
28. Other items
- a. Submission Status calendar
 - b. DLM registration
 - c. Reports – Need the ability to integrate SSRS-style reports into the new SIS application, including reports that pull data from other systems (e.g., students on an IEP)
 - d. Real Time ESOL Roster

TOPIC 6 DISTRICT LEVEL BUSINESS REQUIREMENTS

The State will evaluate the degree to which the proposed System meets the district level business requirements.

Describe how the system meeting the District level business requirements:

1. Activities and payments
2. Adult education
3. After school programs
4. Attendance
5. Calendar
6. Class assignments
7. Classes
8. Classroom Announcements/bulletin board
9. Courses
10. CTE data
11. Customization - Districts want the ability to be able to customize the application to their needs as configuration changes (e.g. customized transcripts at the district level)
12. Directory
13. Early childhood programs
14. File Cabinet
15. GED data
16. Grades/report cards
17. Graduation
18. Incident tracking
19. Incidents of prohibitive behavior
20. Library
21. LMS integration -Google classroom and Canvas
22. Local assessments and test data
23. Lockers

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24. Lunch & Payments
25. Medical and health data/immunizations
26. Mobile access
27. Notification
28. Nutrition
29. Report Cards
30. Reporting - School
31. Scheduling
32. Security
 - a. Parent/guardian access
 - b. Student access
33. Student activities
34. Student fees
35. Student Schedules
36. Support for difference Education Models (e.g. competency)
37. Surveys
38. Transcripts
39. The Americans with Disabilities Act
 - a. Meet The Americans with Disabilities Act” or ADA 508
(<https://www.justice.gov/crt/pl-105-220-1998-hr-1385-pl-105-220-enacted-august-7-1998-112-stat-936-codified-section-504>).

C-3. Vendor Technical, Service, and Project Management (see Appendix B Spreadsheet attachment)

TOPIC 7 VENDOR TECHNICAL, SERVICE, AND PROJECT MANAGEMENT

The State will evaluate the degree to which the proposed System meets the requirements.

Describe how the system is meeting the Vendor Technical, Service, and Project Management requirements:

1. APPLICATION GENERAL SPECIFICATIONS

- 1.1. Ability to access data using open standards access protocol (please specify supported versions in the comments field).
- 1.2. Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.
- 1.3. Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1.

2. APPLICATION SECURITY

- 2.1. Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.
- 2.2. Verify the identity and authenticate all of the system’s human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .
- 2.3. Provide a secure user authentication model in accordance with DOIT's statewide User Account and Password Policy
(<https://nhstaff.nh.gov/doi/intranet/toolbox/standards/documents/End-userAccountandPasswordPolicy.pdf>)

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- 2.4. Provide role based authorization to all users at the district level with dedicated administrator account for each district.
 - 2.5. Provide role based authorization to all users at the state level including an administrator account that can only control state level data. In addition, the state administrator account should be able to manage district authorization.
 - 2.6. Provide the ability to limit the number of people that can grant or change authorizations
 - 2.7. Establish ability to enforce session timeouts during periods of inactivity.
 - 2.8. The application shall not store authentication credentials or sensitive data in its code.
 - 2.9. Logging capability for user access and interaction with customizable durations for logging.
 - 2.10. The application must allow a human user to explicitly terminate a session (e.g. Administer kill a session). No remnants of the prior session should then remain.
 - 2.11. Do not use Software and System Services for anything other than they are designed for.
 - 2.12. The application Data shall be protected from unauthorized use when at rest
 - 2.13. The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.
 - 2.14. Subsequent application enhancements or upgrades shall not remove or degrade security requirements
 - 2.15. Utilize change management documentation and procedures
 - 2.16. Web Services: The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.
 - 2.17. Meet The Americans with Disabilities Act" or ADA 508 (<https://www.justice.gov/crt/pl-105-220-1998-hr-1385-pl-105-220-enacted-august-7-1998-112-stat-936-codified-section-504>)
- 3. APPLICATION PRIVACY – Meets the following:**
- 3.1. RSA 189.66 (Student and Teacher Information Protection and Privacy) at <https://www.gencourt.state.nh.us/rsa/html/XV/189/189-66.htm>
 - 3.2. The Family Educational Rights and Privacy Act (FERPA) at (<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>)
 - 3.3. New Hampshire Privacy Regulation HP161at 2 (<https://www.education.nh.gov/sites/g/files/ehbemt326/files/inline-documents/minimum-standards-privacy.pdf>).
- 4. APPLICATION SECURITY TESTING**
- 4.1. UAT test environment for deployments and upgrades
 - 4.2. Provide sandbox to the state for training and customizations.
- 5. HOSTING-CLOUD REQUIREMENT – OPERATIONS**
- 5.1. Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires: 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.
 - 5.2. Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.
 - 5.3. The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.

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- 5.4. Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.
 - 5.5. Vendor shall monitor System, security, and application logs.
 - 5.6. Vendor shall manage the sharing of data resources.
 - 5.7. Vendor shall manage daily backups, off-site data storage, and restore operations.
 - 5.8. The Vendor shall monitor physical hardware.
 - 5.9. Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).
 - 5.10. The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.
- 6. HOSTING-CLOUD REQUIREMENT - DISASTER RECOVERY**
- 6.1. Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.
 - 6.2. The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.
 - 6.3. Vendor shall adhere to a defined and documented back-up schedule and procedure.
 - 6.4. Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.
 - 6.5. Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.
 - 6.6. Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.
 - 6.7. Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.
- 7. HOSTING-CLOUD REQUIREMENT - HOSTING SECURITY**
- 7.1. The Vendor shall employ security measures ensure that the State's application and data is protected.
 - 7.2. If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.
 - 7.3. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.
 - 7.4. All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.
 - 7.5. The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

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- 7.6. The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.
- 7.7. All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.
- 7.8. Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA
- 7.9. The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.
- 7.10. The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.
- 8. HOSTING-CLOUD REQUIREMENT - SERVICE LEVEL AGREEMENT**
 - 8.1. The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
 - 8.2. The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
 - 8.3. The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
 - 8.4. All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.
 - 8.5. The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.
 - 8.6. The Vendor shall conform to the specific deficiency class as described:
 - 8.6.1. Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.
 - 8.6.2. Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.
 - 8.6.3. Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service."
 - 8.7. As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:
 - 8.7.1. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or

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the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

- 8.7.2. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;"
- 8.8. The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.
- 8.9. A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.
- 8.10. If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: $(\text{Total Contract Item Price}/365) \times \text{Number of Days Contract Item Not Provided}$. The State must request this credit in writing.
- 8.11. The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.
- 8.12. A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.
- 8.13. The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.
- 8.14. The Vendor will give two-business day's prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.
- 9. SUPPORT & MAINTENANCE REQUIREMENTS**
- 9.1. The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
- 9.2. Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
- 9.3. Repair software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
- 9.4. The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST;
- 9.5. The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:
- 9.5.1. Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.
- 9.5.2. Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.

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- 9.5.3. Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.
- 9.6. The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.
- 9.7. For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by,
- 9.8. The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 9.9. As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties:
- 9.9.1. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request.
- 9.9.2. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.
- 9.10. The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.
- 9.11. A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.
- 9.12. The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; all critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.
- 9.13. The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.
- 9.14. The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.
- 9.15. A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.
- 9.16. The Vendor will give two-business day’s prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.

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- 9.17. All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.
- 9.18. The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.
- 9.19. Customer solutions and support center proposal
- 9.20. Technical reporting and advisory
- 9.21. The Vendor will give two-business day's prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.

10. PROJECT EXECUTION

- 10.1. Implementation approach - The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach. Provide one or more feasible Implementation Plans. For each plan provided:
 - 10.1.1. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
 - 10.1.2. Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower costs
 - 10.1.3. Address the level of risk associated with each plan.
 - 10.1.4. Why is this the approach you recommend?
 - 10.1.5. Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project – i.e. SharePoint, Portal
- 10.2. Migration Strategy- The State will evaluate the degree to which the Vendor will ensure that Data conversion is effective and impacts State staff to the minimum extent possible:
 - 10.2.1. It is our assumption that the Data Conversion/Migration Plan is a Deliverable that will ultimately lay out the plan required to convert and migrate Data from Click or tap here to enter text. Legacy system to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.
 - 10.2.2. Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.
 - 10.2.3. Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?
 - 10.2.4. What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?
 - 10.2.5. Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new system.
 - 10.2.6. Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process.

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C-4. Vendor Company (see Appendix B Spreadsheet attachment)

TOPIC 8 VENDOR COMPANY

The State will evaluate the degree to which the proposed System meets the requirements.

Describe how the system is meeting the Vendor Company requirements:

1. 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.
2. 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."
3. 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.
4. Prior Project Descriptions - Provide descriptions of no more than 3 similar projects completed in the last 5 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.
5. Subcontractor Information - Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:
 - 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;
 - c. Discussion of the Subcontractor's experience with this type of Project;
 - d. Resumes of key personnel proposed to work on the Project; and
 - e. Two references from companies or organizations where they performed similar services (if requested by the State).

C-5. Vendor Staffing (see Appendix B Spreadsheet attachment)

TOPIC 9 VENDOR STAFFING

The State will evaluate the degree to which the proposed System meets the requirements.

Describe how the system is meeting the Vendor Staffing requirements:

1. Team Organization and Designation of Key Vendor Staff:

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- a. Provide an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.
 - b. 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.
2. Candidates for Project Manager and Key Vendor Staff Roles - 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 contact information that can address the candidate's performance on past projects.

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APPENDIX D: PRICING

D-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.

Table D-1.1 (Mandatory)					
SIS Pricing: State Level	YEAR1	YEAR2	YEAR3	YEAR4	YEAR5
Implemented Districts	197	-	-	-	-
Implemented Students	176,178	-	-	-	-
Ongoing Districts	197	197	197	197	197
Ongoing Students	176,178	176,178	176,178	176,178	176,178
Implementation Costs					
Ongoing & Hosting Costs					
Training Costs					
Other Applicable fees					
Total					

Table D-1.2 (Mandatory)					
SIS Pricing: District Level	YEAR1	YEAR2	YEAR3	YEAR4	YEAR5
Implemented Districts	19	19	19	19	19
Implemented Students	17,600	17,600	17,600	17,600	17,600
Ongoing Districts	19	38	57	76	95
Ongoing Students	17,600	35,200	52,800	70,400	88,000
Implementation Costs					
Ongoing & Hosting Costs					
Training Costs					
Other Applicable fees					
Total					

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Table D-1.3 (optional)					
Finance: State Level	YEAR1	YEAR2	YEAR3	YEAR4	YEAR5
Implemented Districts	197	-	-	-	-
Implemented Students	176,178	-	-	-	-
Ongoing Districts	197	197	197	197	197
Ongoing Students	176,178	176,178	176,178	176,178	176,178
Implementation Costs					
Ongoing & Hosting Costs					
Training Costs					
Other Applicable fees					
Total					

Table D-1.4 (optional)					
Special Education: District Level	YEAR1	YEAR2	YEAR3	YEAR4	YEAR5
Implementation Costs per Student					
Ongoing & Hosting Costs Per Student					
Training Costs Per Student					
Other Applicable fees Per Student					
Total					

Table D-1.5 (optional)					
Food & Nutrition: District Level	YEAR1	YEAR2	YEAR3	YEAR4	YEAR5
Implementation Costs per Student					
Ongoing & Hosting Costs Per Student					
Training Costs Per Student					
Other Applicable fees Per Student					
Total					

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Table D-1.6 (optional)					
Adult Education: District Level	YEAR1	YEAR2	YEAR3	YEAR4	YEAR5
Implementation Costs per Student					
Ongoing & Hosting Costs Per Student					
Training Costs Per Student					
Other Applicable fees Per Student					
Total					

Table D-1.7 (optional)					
21st Century: State Level	YEAR1	YEAR2	YEAR3	YEAR4	YEAR5
Implementation Costs per Student					
Ongoing & Hosting Costs Per Student					
Training Costs Per Student					
Other Applicable fees Per Student					
Total					

Table D-1.8 (optional)					
ESOL - At the state level	YEAR1	YEAR2	YEAR3	YEAR4	YEAR5
Implementation Costs per Student					
Ongoing & Hosting Costs Per Student					
Training Costs Per Student					
Other Applicable fees Per Student					
Total					

Table D-1.9 (optional)					
Career & Tech Ed - At the state level	YEAR1	YEAR2	YEAR3	YEAR4	YEAR5
Implementation Costs per Student					
Ongoing & Hosting Costs Per Student					
Training Costs Per Student					
Other Applicable fees Per Student					
Total					

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APPENDIX E: PRICING

APPENDIX E: 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.

E-1. Technical Architecture

Components of the State's technical architecture include:

E-1.1.State Network Environment

The State of New Hampshire operates a Metropolitan-Area-Network (MAN) in the City of Concord, NH using a combination of leased and owned fiber optic cable. State of New Hampshire locations outside of the Concord, NH main facility are connected via multiple wide-area Networks using various technologies including Carrier Ethernet Services (CES), Microwave Wireless and Virtual Private Networks (VPN) Tunnels over the Internet. State Agency Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). State agencies connect to the State's central core Network location in Concord to facilitate access to Email, the Internet, and the State's financial Applications. Direct support is provided for twenty-one partner agencies; other State agencies support their own Networks, out-source the support, or use the resources of another agency.

E-1.2.Internet Access

The State of New Hampshire has purchased thru American Registry for Internet Numbers (ARIN) its own External IP Address Range and Autonomous System Number. The State advertises its External IP Space and Autonomous System Number to two different Internet Service Providers so as to provide failover in the event of a single Internet Service Provider (ISP) Network failure.

E-1.3.VMware

The State uses VMware for Windows Server virtualization and virtual hosts are deployed at two separate State campus sites. VMware provides a highly scalable and high availability environment for the State's many Agencies. If a virtual host fails, VMware automatically fails over all of the virtual Servers on that host to another host. The EMC Networker product is used to manage backups for this environment utilizing Data Domain as the disk to disk repository.

E-1.4.SQL Server

The New Hampshire DOIT uses Microsoft SQL server as well as SSIS (SQL Server Integration Services) and SSRS (SQL Server Reporting Services) as a platform for managing DOE data.

E-2. Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by the New Hampshire Statewide Strategic Information Technology Plan. This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-Commerce), where possible.

E-2.1.Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State Networks, Systems and Data.

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APPENDIX F: MERCHANT CARD SERVICES

APPENDIX F: MERCHANT CARD SERVICES

Not Applicable

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APPENDIX G: TERMS AND DEFINITIONS

APPENDIX G: TERMS AND DEFINITIONS

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

Term	Definition
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Data Breach	“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.
Commercial Off The Shelf Software	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information	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.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	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.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.

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Enhancements	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.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
Non-Public Information	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 or administrative rule from access by the general public as public information.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	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.
Personal Information	“Personally Information” (or “PI”) 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.
Platform as a Service (Paas)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage and also provides the operating system and databases.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“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.

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Software	All Custom, SAAS and/or COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and/or COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	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.
Specifications	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.
State Data	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.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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