ADDENDUM #1 RFP 2011 – 043 SOS Vital Records Questions and Answers

#	PG. NO.	SECTION REFERENCE	QUESTION	ANSWER
1	13	4.18.2	I noticed on page 13 of the RFP that vendors are to be provided an electronic version of the required RFP Transmittal Letter. I do not see this document in the file you sent. Can you please forward the document?	The letter on page 13 is the electronic version of the Transmittal Letter.
2	8, 11, 15	4.1, 4.17, 4.18.10	Please clarify how we are to submit the cost proposal. On page 8 of the RFP it seems that it must be submitted in separate sealed envelopes from the rest of the response. On page 11 of the RFP in the Proposal Organization – Section VII Cost Proposal – it seems to be included in the main response. Again on page 15 there are details for submitting Section VII Cost Proposal – does not specify it is to be kept separate. It is unclear in the RFP since an original and 6 copies of the cost proposal need to be submitted separately.	The cost proposal should not be sent separately. Please submit with the main response. Please disregard that last sentence of section 4.1 on page 8. This will be changed in addendum #2
3		T-15	Server implementation design is consistent with established patterns for application hosting at DoIT. Can the state provide documentation surrounding the	Requirement will be deleted.
4		T-18	established patterns for such hosting? Proposed technical standards, products, processes and support are compliant with the existing Application Hosting Standards Guide Are these Application Hosting Standards available for download? How can we obtain copies of them?	Requirement will be deleted.
5		B-25	Vendor shall provide standard reporting capabilities available with current system across all modules. The RFP states that "Standard Report List and details are available upon request". May we obtain a copy of this information?	Standard Report List will be provided with Addendum #3.

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6		B-40	The Vendor application shall accommodate all necessary Interfaces.	Yes and specifications will be provided with Addendum #3.
			Does Table C-4 on pgs 54 & 55 comprise all required interfaces? If so, could we obtain the necessary specifications for the Mortware Interface and the NH First interface?	Mortware is a specific software package used by funeral homes. The interface that is required is for any generic funeral home/mortuary software and we are looking to be able to extract date from our system that then can be imported into this software. At this time there are numerous applications and we do not have specifications available for all of them. Please reference Addendum #2.
7		B-51	The Application shall have sufficient transaction tracking capabilities that will produce interface data for the State' financial system NH FIRST so that NH FIRST can maintain accounts receivable and billing capabilities including aging reports, billing invoices, and customer account balances, etc. for each transaction site. Please provide the extract layout and criteria requirements.	Extract layouts will be made available with Addendum #3.
8		B-56	The Application should have a daily report detailing all types of cash receipts (ACH/cash/or Checks) being deposited from each site so it can be reconciled to the interface into NH FIRST. Could we please obtain the specifications/details of this interface?	Extract layouts will be made available with Addendum #3.
9		B-57	The Application shall provide for web invoice management services with a clerk web interface. Could we please obtain the specifications/details of this interface?	Extract layouts will be made available with Addendum #3.
10	42	G-4	The Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date. Please provide an example of the "expenses" NH would like included in progress reports. Expenses are not usually applicable for fixed bid projects.	As this is a fixed bid project we will be dropping this requirement in Addendum #2.

#	PG. NO.	SECTION REFERENCE	QUESTION	ANSWER
11	42	G-6	Application shall comply with the requirements of the Federal Health Insurance Portability and Accountability Act (HIPAA) Please provide examples of what functional requirements were added to your current application to meet HIPPA requirements? If current application is not HIPPA compliant, please provide example of what functionality you are expecting.	The current system complies with State statutes which exceed HIPAA requirements. A link to these statutes is provided below. <u>http://www.gencourt.state.nh.us/rsa/html/nhtoc/nhtoc-i-5-c.htm</u> HIPAA: http://www.hhs.gov/ocr/privacy/hipaa/administrative/index.html
12	43	T-11	Directory of services used by the application are limited to Microsoft Active Directory . In what way are "Services used" related to "Microsoft Active Directory"? Microsoft AD is designed to provide single sign-on for multiple applications. It only pertains to users and credentials and is typically not tied to application specific features and/or business functionality.	There are no specific requirements to reconcile domain credentials with this application and no connection into the Active Directory. This requirement will be deleted in the Addendum #2.
13	43	T-24	Vendor shall provide asset information for desktop, printers, laptops and other peripheral devices to be supported by DoIT Desktop Services. What is meant by "asset information"?	This would apply only if vendor provides hardware.
14	44	T-31	Application shall work with Windows Fax service. Please provide example of where Fax service would be used?	Faxes are used to notify physicians/medical examiners to certify deaths.
15	45	T-50	Develop a Security Test for Web-site access and data access that includes details pertaining to administration and limitations for access.	OWASP has a testing guide which can be found at http://www.owasp.org/index.php/Category:OWASP_Testing_Project
			Please provide clarification of what is required here.	

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16	46	T-58	The Application shall protect against physical access to control physical harm and tapping of the system. Please clarify "physical access"," physical harm", and "tapping".	This is standard security. Insure server is physically secure. IE: "in Locked room, locked cabinet. Users accessing room must use key card, date and time logged. All console logins are logged, etc. Unused network card ports disabled so users cannot plug in cable and get dhcp address to server." Tapping is the ability to connect to a system by connecting a wire to the box and listening in or installing software that would listen in on the system. IE: If a user was able to connect a cable to an additional network card on the server that was not being utilized but not turned off. This person could then get and IP and listen in on the traffic the server may be sending. From a software perspective I would say a trojan/malware or keylogger software that monitors and quietly listens in and sends the data off to a remote device / hacker while the user remains unaware.
17	46	T-62	The Application shall protect against remote tapping of the system. Please clarify "remote tapping".	This is standard security: Application protected by AV software, FW installation, etc. What is being done to protect and secure app from being broken into and used to monitor server. Security logging, event logging, etc.
18	46	T-63	The Application shall provide for an automated monitoring of database usage and logs. Does NH require the Vendor to develop an Application interface to the low-level database logs which are usually visible to Network Administrators via native Database tools?	Standard database tools and configuration should suffice. Should support the ability to notify via mail, sms, snmp critical events and send security and system events to a 3 rd party logging tool.
19	47	B-2	Separate, public web access to data shall be provided with the application. Does NH expect the vendor to develop a separate UI to access data for public use or are you going to use an existing application and connect that to the EVRS database.	Yes or the vendor can modify the website that is currently in use (NHVRIN Web), which is owned by the State of NH.
20	48	B-20	The Vendor shall develop a monthly performance and cost/schedule/status reporting process for each module that shows the monthly and accumulated costs. Please provide an example of the "expenses" NH would like included in progress reports. Expenses are not usually applicable for fixed bid projects.	Reference change to this requirement in Addendum #2.

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21	48	В-22	Vendor shall establish and maintain all data to be available for State review during the contract term. Please explain what data must be available?	This refers to the data relevant to the implementation; meeting times, meeting minutes, equipment, and data relevant to Section 6.14.6 and 6.14.7.
22	49	В-23	The Vendor shall develop a Software Test Plan that includes schedules, test descriptions, test scripts and reports for each phase of testing for each module. Is it NH's expectations that the vendor will schedule, coordinate, testing with NH resources and subsequently provide results for NH internal UAT Testing? In other words, is the vendor expected to manage and oversee the state's UAT effort?	The State will manage the UAT process using vendor plans , schedules, scripts, reports,etc.
23	49	B-24	The Vendor shall develop a User Acceptance Test Report, for each module tested, that documents all tests conducted to validate compliance with all technical and security requirements identified in the RFP. Does NH expect to rely on the vendor's statements and interpretations that all RFP requirements have been met?	We expect to work with the Vendor to make sure requirements have been met.
24	50	B-39	The Vendor shall convert all data currently residing in the NHVRIN system. What is meant by "all data"? Does it include: Registrations, Amendments, Issuances, Orders, Comments, Scanned images? What else?	We do expect a full conversion of all data currently in NHVRIN with the exception of scanned images as those currently do not exist in NHVRIN.
25	50	B-47	The application shall have a financial management system that includes current capabilities and must include a full financial component that incorporates invoicing and fund management.	Documentation on the current capabilities will be provided with Addendum #3.
			Could we have current specifications for this "management system" and possibly a user's manual to determine whether our application includes as is and/or for estimating modification effort?	
26	7,22, 36	3.1,6.9,6.22	There seems to be a contradiction between "license" and "work for hire" ownership wording. It doesn't seem that 6.22 is applicable to the purchase of a COTS system	This requirement will be dropped in Addendum #2

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27	13		Page 13 of the RFP is the Transmittal Form Letter. Ordinarily we would copy that page into the RFP response and format it so that it looks identical to the page in the PDF. However, the bottom of page 13 includes a warning: "Important Note: Vendors are provided an electronic version of the RFP Transmittal Letter. Any electronic alteration to this Transmittal Letter template is prohibited. Any such changes may result in a Proposal being rejected." Is it ok to copy that page into our response or should we print it from the RFP and manually insert it into the response?	Please print, sign and insert the Transmittal Letter and include in your response.
28	5	1.2	Anticipated Start Date is July 2011, State is seeking a COTS (Commercial Off The Shelf Solution) with minimal customization. Please comment, why the contract duration is Sept 30, 2016 – Sept 30, 2018.	The contract duration is from the Effective Date through September 30, 2016. The contract may be extended for an optional period of October 1, 2016 through September 30, 2018 with the written agreement of the parties.
29	6	1.3	Vendor is expected to provide all turnkey services for the accepted solution, including but not limited to training. Is vendor to train a group of state field representatives (who later train the entire user group) or does vendor schedule/travel/train user group? Please advise if there is a preferred option for vendor to provide cost estimates.	We will be asking the vendor to train a group of selected individuals on the new vital records application. These individuals will then train all other users.
30	6	1.3	Further to Item #29 above, IF, vendor trains the user group, is this training done at user location or does the state provide video conferencing functions for this training.	We will be asking the selected vendor to hold all training at the Division of Vital Records Administration in Concord, NH.
31	8	4.1	[C]: One (1) electronic copy of proposal. Can this be in PDF format or is MS Word mandatory?	MS Word is preferred
32	10	4.8	All material received in response to this RFP shall be property of state. State reserves the right to use any information presented in any proposal. Please comment on vendor confidential information, copyright (layouts) and trade secrets (clearly marked confidential) that may be included in proposal?	Please reference Section 6.13.14.5.

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33	20	6.6	Work Plan: RFP does not identify 'where' the work plan should be integrated under the response. Please indicate where the state would like to see this section in the RFP response.	The Work Plan is also addressed under Topic 25 of Appendix D: Topics for Mandatory Narrative Responses and as such, according to Section 4.18.7 should be located in Section IV of the Proposal Response.
34	23	6.11.1	Warranty Period: Warranty will commence upon letter of acceptance for UAT and will continue 180 days. Will standard Software Subscription (SSS) commence if state for any reason does not put the accepted module in production even after the 180 day warranty period?	Ongoing Software Maintenance and Support according to Section 6.16 consistent to Section 6.9 Licenses would apply if the module was not put into production. If the project is terminated for some reason Section 6.15 applies.
35	31	6.14.7	Accounting Requirements. On a lumpsum contract, is vendor required to track time and expense?	Not necessarily. The contract will require the vendor to maintain an accounting system in accordance with generally accepted accounting principles (Section 6.14.7) and to retain records according to Section 6.14.6.
36	47	<i>B-2</i>	Separate Public Web Please provide details of the public access website, components (codes, if any), and data displays.	The website code will be made available upon contract finalization. Data Displays will be made available with Addendum #3.
37	50	B-38	Ability to import/export data Please provide the details of the information exchanged via these import/export features.	The new application will be exporting data on a regular basis to our data warehouse to be utilized with software such as mortuary software, MS Access, etc.We will need ability to import data from 'STEVE' and the file layouts for this will be provided in the Addendum #3
38	50	B-39	Vendor shall convert all data currently in the NHVRIN	These are the record counts per table e as of $3/1/2011$:
			system.	Birth: 519,646
			Please provide total number of records in the database by module. For all databases that need be imported/converted.	Death: 215,303
			Fetal Death: 825	
				Marriage: 237,448
				Divorce: 113,004
				Civil Union: 819
				Dissolution: 81
				Please note: these are record counts per event (i.e. birth, death, marriage, etc.). The NHVRIN system has approximately 300 tables with multiple data elements.

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39	51	B-56	Daily report detailing types of cash receipts.	Layouts will be provided with Addendum #2.
			Please provide extract layouts.	
40	73	Appendix F	Asked for itemized costs for each line item for each module.	Yes, however it is the practice of the State for payment not to exceed work completed and accepted. Payment for major milestones completed and accepted is a standard practice however the State will be
			Is it OK to submit the lumpsum price for the entire module, but still provide proposed dates?	happy to wait until a module has been completed and accepted if that is preferred.
41			General	The State will provide response tables in Word format upon request.
			Please provide all letters or RFP document in word format, if available.	But does not provide the full RFP in Word format.
42	42	<i>T-8</i>	Application shall be configurable to field level.	An example of this would be the ability for certain users to add or delete
			Please elaborate with one typical example on exact functionality that state is looking for?	fields within a module or to change the label/name of a field.
43			When can vendor expect the state to provide a 'partial' data dump of all elements for each module and each database that is referred/accessed within NHVRIN along with respective metadata?	Upon award of contract a partial data dump can be made available within 10 days of contract finalization
44			When can vendor expect the state to provide a 'full' data dump of all elements for each module and each database that is referred/accessed within NHVRIN along with respective metadata?	Upon award of contract a full data dump can be made available within 30 days of contract finalization.
45			Vendor will be responsible for conversion/import of data into the new system, however, who will convert the data from old/existing system into a flat file with information on each unique dataset? This is critical because, over the years the databases may have changed, in a typical case, data elements are edited (added and/or deleted) in database over the time based on the then current reporting or data collection requirements. Vendor will not have detailed knowledge of these changes and data types, does NH DOIT have the resource readily available that can address/assist with this task? When can vendor see this entire data dump, please provide approximate timeline for estimating project plan and duration?	The State will convert the data as it resides in the current system into flat files upon finalization of the contract and we will have a resource available to assist the vendor with the conversion

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46			Is the state interested in pursuing an option for web based sales of VR documents to NH customers/citizens? At a lower price (convenience fee) than competitors (Vitalcheck or others) since such an application will be state owned and will be integral part of the Point of Sale module.	The State is not pursuing this option at this time.
47			In an event that state wants to implement all modules in a very short duration of time, does the state have multiple resources for Business Analysis (BA) on the state side? Essentially, the entire group of modules requested in the RFP will be broken into 3 major categories (one large and one small module) a. Birth + Marriage, b. Death + Divorce, c. Point of Sale + Fetal Death State may need to have more than one analyst for parallel processing of these modules' Business Requirements (expected at minimum because of COTS), Technical specifications review/acceptance, User Acceptance Testing and Training. I see that state has one BA and 3 additional resources, however, are these resources dedicated a 100% to this project?	The State does not have multiple Business Analyst resources but the BA is 100% dedicated.
48			Is state willing to provide the code for the public access web currently deployed for vendors to integrate the solution in their COTS application, should they be chosen for a presentation/live product demo by the state in April?	Yes, we have the public access web code available upon finalization of contract.
49			Will the PowerPoint slides used during the vendor conference be provided?	Yes, the PowerPoint slides will be made available upon request.
50			Is it OK for the vendors to copy the transmittal letter into their responses or does the State require that vendors print it out and insert it into the response?	The State requires the transmittal letter to be printed, signed and inserted into the vendor response for the original.

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51	46	<i>T-58</i>	Vendors will be required to develop a security test for website and data access in terms of administration and limitations of access. Most applications are required to go through a security scan looking for intrusion detecting, hacking, etc., is that what the RFP was alluding to? If it is, there are standard tools on the market to do that type of thing. Is the state expecting the vendor to provide specific tools and/or will they (the state) be responsible to provide their own?	The State would expect the vendors to use their own tools and provide evidence of the results to the State.
52		B-51	Will more information about NH First be forthcoming and is the interface to it a batch file interface?	The State is looking for batch data to be exported from the vital records application and then be imported or uploaded to the New Hampshire First system, which is a "Lawson" system. File layouts and specifications they will make available to vendors in Addendum #3.
53			What are some of the main things we are looking for in a new system?	The current incarnation of NHVRIN had become very costly to maintain, never mind enhancements. Security of the system is an issue as well as configurability. We want Vital Records management to be able to make minor changes (labels, information broadcasts) without the time of a developer. The state would like enhanced reporting capabilities (canned reports as well as ad-hoc) and greater flexibility in assigning user roles/authorizations.
54	44	T-28	Is the State expecting that the UAT, DEV, SIT and UAT applications in question will be at the vendor site or with the State? The requirement is for after implementation.	The plan was to have everything on-site; however during implementation, DEV site can be located with the vendor.
55	44	<i>T-35</i>	Discusses complex passwords, user accounts and state password policies.	Link to the Password Policy is shown below: <u>http://www.nh.gov/doit/staff/standards/documents/AdministratorAccou</u> <u>ntandPasswordPolicy.pdf</u>
56	46	<i>T-57</i>	Could we have a little more detail on state expectations on their locking down security controls?	This is the ability to lock down the system by user roles. This is related to the State's desire to be able to control end user roles/capabilities in regards to what modules, screens, etc they can access and what type of access they will have (i.e. read/write, read only, etc.). We envision Supervisors, Managers, Directors would have the capability to manage these actions.

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57			Could we expand on users configuring the system?	The state wants the capability for specified Vital Records personnel (roles) to have the ability to make minor changes (labels, etc.) to the system without having to engage a developer.
58			Can the State expand on expectations of the Project Manager's role in the project?	The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters.
59			Does the state really intended for the vendor to provide an on-site Project Manager throughout the life of the contract.	See change in Addendum #2.
60			How many different file formats, data elements, record formats are there?	The data that we want converted is in a single format. However, there are data elements in pre-NHVRIN records that do not exist in NHVRIN records. There are approximately 300 data tables associated with NHVRIN.
61			Have there been any vendor presentations so far.	There was a Request For Information (RFI) in November of 2009, but that was it. This was the first contact with vendors since the RFP went out.
62	49	B-25	What "standard" reports does the state require? Is that a state standard or the vendor's?	All the reports that the current system prints at a minimum. These are the standard State reports.
63			In the past year, has the state seen demonstrations of COTS Vital Records Systems, and if so, which products/vendors?	There have not been any demonstrations of COTS Vital Record Systems in the past 12 months.
64			For each module how many end users must be trained?	There will be 8-12 end users that will require training.
65			Is web based training an acceptable approach to the state as opposed to instructor lead class room training?	No, we will require in house training for state staff only.
66			Is the state looking to provide public online services for items such as requesting birth certificates, marriage certificates and other Vital records documentation?	The State is not pursuing this option at this time.

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67	42	Т-6	Application Architecture shall support load balancing of web and application servers. Is the state expecting the vendor to include or specify a load balanced server farm; or is this requirement simply referring to the ability to load balance the application if the state desires to do so? Please elaborate on the requirement.	It is up the vendor whether multiple servers are required to meet the performance targets. However, the application must be able to be distributed / balanced across multiple servers.
68	43	T-14	Vendor shall define the external networking circuits needed for application if applicable (Speed, Bandwidth, and Protocol). Can the State please provide a narrative overview of the current network topology for the existing Vital records system? We would like to understand the general locations of the user groups throughout the state and how they currently connect to Vital records system. Would the state please complete the following table to assist with this clarification?	$ Global: \\ State Users = 15 \\ Non-State Users = 700+ \\ Birth: \\ State Users = 10 \\ Non-State Users = 40 \\ Death: \\ State Users = 10 \\ Non-State Users = 125 \\ Fetal Death: \\ State Users = 4 \\ Non-State Users = 0 \\ Marriage: \\ State Users = 10 \\ Non-State Users = 234 \\ Divorce: \\ State Users = 10 \\ Non-State Users = 40 \\ Method of connectivity is via Web. $
69	43	T-24	Vendor shall provide asset information for desktop, printers, laptops and other peripheral devices to be supported by DoIT Desktop Services. Please elaborate on what desktop, printers, and peripheral devices the State is expecting the vendors deliver as part of this effort. What are the quantities of each device?	This would apply only if vendor provides hardware. The State does not expect or require vendors provide devices but if they do we are asking for the asset information.

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70	44	<i>T-31</i>	Application shall work with Windows Fax service. What specific business functions does the State expect to perform using Windows Fax Service?	Faxes are used to notify physicians/medical examiners to certify deaths.
71	44	T-35	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy. We have reviewed both the Application Security Policy and the Application Security Guidelines documents. Can you please provide the statewide User Account and Password Policy?	Link to the Password Policy is shown below: <u>http://www.nh.gov/doit/staff/standards/documents/AdministratorAccou</u> <u>ntandPasswordPolicy.pdf</u>
72	44	<i>T-40</i>	Provide ability to limit the number of people that can grant or change authorizations? Can you please elaborate on what the State expects with this requirement? What type of person/user can grant or change authorizations and how should the number of these users be limited?	This is related to the State's desire to be able to control end user roles/capabilities in regards to what modules, screens, etc they can access and what type of access they will have (i.e. read/write, read only, etc.). We envision Supervisors, Managers, Directors would have the capability to manage these actions.
73	46	T-58	The Application shall protect against physical access to control physical harm and tapping of the system. As the system will be housed at the State's data center, the State will control physical access to the system. Can you please elaborate at what the State is expecting with this requirement?	The server should be in a secure area with access controlled by the State. The vendor should make sure that if there are additional network ports, they should be secure. Also, that it can support appropriate software for protection against viruses, malware, etc.
74	50	B-46	The application shall provide for individual cash drawers for each clerk. Can you please elaborate on this requirement? How many cash drawers do you expect to be provided as part of the solution?	This is so that each clerk is responsible for their own work and balancing at the end of the day, so that each clerk has a record of what they have done. That it is not tied into the "town or city" as a whole but through the user name. Since there are 234 towns and cities, plus the vital records staff you could be looking to upwards of 1,000.

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75			 The State requests that we discuss the following: The testing methods conducted to load and stress test your software to determine its ability to withstand Denial of Service (DoS) attacks. Our perspective on this topic is that the ability to withstand DOS attacks is a different issue than the applications load/stress testing. We would suggest that the topic item be modified to something like: The testing methods used to demonstrate application performance under various loads of concurrent users. 	Both stress / load testing and DoS tests will need to be run.
76			The pricing worksheets are broken down into 27 tasks/deliverables for each of the 6 modules making for a total of 162 separate line items, with many of the tasks descriptions relating to ongoing meetings and weekly progress reports that repeat for each module. Is the state expecting each module to be managed and implemented as a separate project?	No
77			Is the state expecting a phased deployment of each module? Are there modules that could be rolled out in conjunction with each other? If so, could testing and training take place simultaneously as long as all required functionality was tested?	The modules could be rolled out in conjunction with each other (i.e. birth, death, fetal death together). And testing and training could take place simultaneously. All deployment/testing plans/schedules would need to be reviewed and approved by the State.

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78			We can appreciate the importance of making sure that certain tasks such a testing and training for each module are explicitly recognized and priced accordingly, but we believe that other tasks such a management reporting, and backup and recovery plans, and even system security are best reflected at the project level. Much of this depends on how the project is phased. Would the State consider reformatting the pricing worksheet to reflect a single project effort with tasks that are repeated for each module being called out depending on how the project is phased? Meaning, for example – that the Marriage and Divorce modules would be tested concurrently if those modules were phased together.	The Vendor may propose a system of milestones which is generally consistent with the RFP format but follows the most efficient implementation methodology for the vendor. Also, see answer to Question #40.
79			In order to ensure the State receives the proposal it will have to be sent on March 23 to receive acknowledgement that it was received on March 24, in case of any weather delays or other occurrences that would still leave one day to ensure the State receives the proposal by March 25. Vendors will not have answers to these questions until March 9. That leaves very little time to review and incorporate the answers to the questions, in addition to the scope and complexity of this RFP. Will the State consider extending the time to respond to the RFP?	At this time we are not considering extending this time vendors have to submit their proposals.

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80 5	1.2	 Paragraph 2 and 3 States: The Vendor shall be fully prepared to commence work by July 2011, after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to the Secretary of State, of the State of New Hampshire approval ("Effective Date"). The Vendor's initial term will begin on the Effective Date and extend through September 30, 2016. The Term may be extended for additional periods 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 September 30, 2016, for a total of 63 months. The State is september 30, 2016, for a total of 63 months. The State is requesting 5 years of maintenance and a 6 month warranty (180 days) for a total of 66 months. The contract period is 3 months less than what the State expecting for warranty and maintenance. Is the State expecting the warranty and maintenance of the contract term? Additionally, in the PowerPoint slides given at the bidder's conference, on slide 10 it indicates that the project start date is June 1, 2011 and Final Implementation is January 1, 2012. These dates indicate the State is expecting the application be fully implemented within 7 months. Is it the State's expectation that implementing a Birth, Death, Marriage, Divorce, and Fetal Death application is going to be done (requirements analysis, configuration, customization of forms/reports/exports, unit and acceptance tested, data converted, and training executed) in a matter of 7 months? Please provide some clarification on the States expectation of how long it will take to implement all modules, and how a vendor can consider pricing the maintenance and warranty within the contract term of 63 months. 	The Contract Term from Section 1.2: Contract Term Governs. The five years comes from table F-5 of Appendix F. It requests a maintenance quote for five years but in fact the last year may need to be prorated if the contract is not extended Ideally, we would like to see implementation completed by 1/1/2012. However, we would be willing to move discuss vendor alternatives.

#	PG. NO.	SECTION REFERENCE	QUESTION	ANSWER
81	6	1.4	Subcontractors, Paragraph 1 states: The Vendor shall identify all Subcontractors to be provided to deliver required Services subject to the terms and conditions of this RFP, including but not limited to, in Section 6: General Contract Requirements herein and Appendix H: State of New Hampshire Terms and Conditions –P37 of this RFP. There are also additional references to Appendix H, however there is no Appendix H included in the RFP. It appears that Appendix H is actually Appendix G-3. Where is Appendix H located?	This will be corrected in Addendum #2.
82	104	G-4	Sample Software Escrow Agreement, All pages: The State is requesting that the software be put in an escrow account at various times during the contract period. In every other engagement with the States we have avoided the escrow cost (which would be passed on to the State) and cumbersome process of escrow by delivering to the State, with each deployment, all the source code for the software. This process is actually better than periodically placing the source code in escrow because it gives the State up to date source code with each delivery, not a periodic drop of source code. Is the State willing to drop the escrow clause and accept delivery of the source code with every deployment of the application?	This alternative is acceptable and code can be kept by the State Archivist if desired.

#	PG. NO.	SECTION REFERENCE	QUESTION	ANSWER
83	42	T-1	Web-based compatible and in conformance with the following W3Cstandards: -XHTML 1.0 -CSS 2.1 -XML 1.0 (fourth edition) Additionally, on Page 57- Topic 2 Architecture, paragraph 2 it states: The State prefers a Web-based System, with a browser as the principal user interface mechanism.	We are looking for a "true" web based application without the use of third party software applications.
			T1 is a mandatory requirement; however the second mention of web-based in the Architecture section is a "preferred" requirement. It is our experience that vendors interpret this requirement differently. Some vendors provide a web based "Front End" where data collected is entered with a web browser, however other functions (such as maintaining edit rules, etc) may be done using a form of terminal emulation, such as Citrix, or a plug-in is required to execute all or certain functions of the application. Additionally, some vendors qualify requirements such as being able to easily add data fields to the data entry screens (as in mandatory requirement T-7) is defined by adding the field outside of the normal application interfaces (for example using a database tool to add the field and configure it for use in the application), or that or to perform ad-hoc reporting as in requirement B-27 will be performed using a third party tool such as Crystal reports. Our interpretation is that the State is requesting a "true" web based application only using a web browser, without plug-ins, emulation, or other "web enabling" technologies. With different vendors interpreting the mandatory web-based compatible requirement?	

#	PG. NO.	SECTION REFERENCE	QUESTION	ANSWER
84	46	T-58	The Application shall protect against physical access to control physical harm and tapping of the system. Physical access is typically defined as a person who literally is standing at the server and can damage the device or walk away with the device. We are not clear how a software application can guard against this definition of protecting against physical access. Can the State clarify this requirement? See question below for additional information.	See Response #16: This is standard security. Insure server is physically secure. IE: "in Locked room, locked cabinet. Users accessing room must use key card, date and time logged. All console logins are logged, etc. Unused network card ports disabled so users cannot plug in cable and get dhcp address to server." Tapping is the ability to connect to a system by connecting a wire to the box and listening in or installing software that would listen in on the system. IE: If a user was able to connect a cable to an additional network card on the server that was not being utilized but not turned off. This person could then get and IP and listen in on the traffic the server may be sending. From a software perspective I would say a trojan/malware or keylogger software that monitors and quietly listens in and sends the data off to a remote device / hacker while the user remains unaware.
85	46	T-62	The Application shall protect against remote tapping of the system. Remote tapping is typically defined as a hardware device which provides a way to access data flowing across a network. We are not clear how a software application can guard against this definition of remote tapping, with the exception that the application is executing in a Secure Socket Layer (SSL) encryption. Can the State clarify this requirement?	This is standard security: Application protected by AV software, FW installation, etc. What is being done to protect and secure app from being broken into and used to monitor server. Security logging, event logging, etc.
86	59	Topic 4	Provide a brief overview of federal reports provided in the proposed Software. In an appendix organized by federal agency, list specific reports provided by form number and name. Is the State referring to extracts and not necessarily "reports" with respect to the federal reports mentioned here? Can the State provide a list or examples of the form number and name of the Federal reports it submits to Federal authorities?	We are referring to extracts in this case. We do not have form numbers but the extracts we are submitting go to the CDC, NCHS, etc.

#	PG. NO.	SECTION REFERENCE	QUESTION	ANSWER
87	60	Topic 6	Electronic Signatures: An electronic signature can be interpreted in different ways, from a signature device needs to be installed and capture the digital signature each time it is needed, to a biometric device capturing the authentication of the user to verify that they "signed off" on the data. Can the State clarify this term?	The electronic signature in this case is the user's unique user name and password.
88	61	Topic 8	The State believes that additional Software license fees solely related to redundancy for backup and recovery would be inappropriate. Backup and Recovery typically involves copying data onto external device(s) and can even include remotely storing the data in case of a disaster. Backup and Recovery tools such as remotely storing data and/or restoring an Oracle or SQL Server database from an archived/off site copy are not typically part of the vital records software a vendor delivers, however the State is implying that additional costs related to backup and recovery are inappropriate. Can the State clarify what they define as backup and recovery with respect to the vital records software being delivered? The answer to this question will also impact how a vendor may execute an acceptance test that may include a backup and recovery test as indicated on page 91 of the user acceptance testing.	The State would define this as copying and storing all necessary/pertinent data to external devices to be used in Disaster Recovery efforts. If not practical please provide reason with your proposal.
89	22	Section 6 6.9.1	The State sets forth the license they shall receive as part of any resulting contract. The State then, in the same section, requires that the Vendor, as part of its proposal, provide copies of its proposed Software license agreement "which shall not contain any terms or provisions that conflict with the State's Software license and warranty requirements or terms and conditions" and "The Vendor's standard Software license form will <u>not</u> be acceptable." (emphasis in original). Since the Vendor's terms cannot differ from the State's, does the Vendor need to actually provide anything, or is the State willing to consider the Vendor's terms even if they, in fact, disagree from what the State would like the license agreement to be?	The State is willing to consider the Vendor's terms as they may be more specific to the application but within the overall time, task, and response requirements stated in the RFP.

#	PG. NO.	SECTION REFERENCE	QUESTION	ANSWER
90	27	Section 6 6.13.7	The State mandates that the Vendor shall license back to the State for its right to use, among other things, the software source code. However, on page 104, Appendix G-4, the State provides a Sample Software Escrow Agreement, which provides that the Software source code shall be placed in escrow and released to the State only in certain defined circumstances. Is it the intent of the State to possess the source code upon completion of the project or is it the State's intent that the source code shall remain in escrow under the terms of the Escrow Agreement?	The latter. It is the State's intent that the source code shall remain in escrow under the terms of the Escrow Agreement.
91	19	Section 6.5	The RFP indicates that the Project Manager must be available within two hours of contact and Page 71, Section E-3, Paragraph 2, indicates "that the Project Manager be assigned full time, on site for the duration of the Project". Is it the desire of the State to have the Project Manager respond to inquiries within two hours and have the Project Manager on-site only as mutually agreed?	This will be addressed in the addendum #2. We will not require the Project Manager to be on site full time.
92			Would the State indicate their desired Implementation schedule for the modules indicated within the RFP?	We would like to see at a minimum the birth/death/fetal death and the financial package implemented by $1/1/2012$ with marriage and divorce to follow no later than $4/1/2012$. The State would be open to discussing alternatives to these dates.
93	44	T-28	Dedicated Dev, SIT, UAT and Training environments are needed to support application support, testing and training functions. Please clarify whether or not the state is requiring vendor software licenses to support the environments mentioned.	We will need instances for Dev, SIT, UAT, Training and Production
94	44	<i>T-28</i>	Dedicated Dev, SIT, UAT and Training environments are needed to support application support, testing and training functions. Is it envisioned that these environments will be hosted by the state, by the vendor, or some combination?	During implementation the vendor can host a DEV environment. This requirement is specifically speaking to the period after implementation for which we are asking for the listed environments.

#	PG. NO.	SECTION REFERENCE	QUESTION	ANSWER
95	46	T-57	References the Application providing the ability to update security controls. Please provide details of the requirement if available.	This is the ability to lock down the system by user roles. This is related to the State's desire to be able to control end user roles/capabilities in regards to what modules, screens, etc they can access and what type of access they will have (i.e. read/write, read only, etc.). We envision Supervisors, Managers, Directors would have the capability to manage these actions.
96	51	B-51	References the need for the Application to have sufficient transaction tracking capabilities to produce interface data for the State financial system New Hampshire FIRST. Please supply additional details of the interface requirement. For example, the suitable file types and record layouts.	Extract layouts will be made available with Addendum #3.
97	51	B-57	References the need for a web invoice management services with a clerk web interface. Please provide additional detail of the desired functionality.	We are asking for invoices to be displayed on the user's/clerks screen when they log in. We would then need the capability to receive adjustment requests from the clerks via the application and subsequently the ability to enter approved adjustment information against those invoices as well as apply payments to the open invoices. This adjustment and payment information will need to be fed via interface back into the financial component of the system/NHFirst to update the invoices held there. The above process will generally require, from the new application, the ability to: *create a data extract of monthly transactions to culminate in quantity and fee information for each municipality in a format prescribed by NHFirst *receive a file containing the invoice information back from NHFirst to allow the invoice to be displayed to the clerk *create nightly file(s) of activity (adjustment & payment) to update the NHFirst system *this would need to culminate into a local closeout and then a master closeout/approval process for verification purposes prior to transfer

#	PG. NO.	SECTION REFERENCE	QUESTION	ANSWER
98	7	4.1	The address for submission on page 7 is to the address at the NH Bureau of Purchase and Property and on page 8 the address is given as the NH Dept of IT.	Your current understanding is correct. The address on page 8 is for proposal inquiries.
			Please clarify the address where we should ship our response. Our current understanding is the Bureau of Purchase and Property at 25 Capital St. 1st floor.	
99	16	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.	See RFP Section 6.15.2.2.9
			Are the liquidated damages capped as a percentage of the agreement?	
100	19	6.1	In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.	Yes, the State intends vendor to comply with State laws.
			Does the state intend that a vendor must comply with local laws, or regulations that would require changes in the features or functions of its software?	

#	PG. NO.	SECTION REFERENCE	QUESTION	ANSWER
101	101	8.1-8.2.4	Event of Default/Remedies: We would ask that the State revise the specific description to apply to "material" issues or to base them on an objective measure of performance. For example: failure to perform to the reasonable satisfaction of the State Failure to submit any report resulting in a material delay in the schedule; failure to meet a Milestone, rather than failure to perform "on schedule" Does the state intend to address or supplement 8.2.2 with more specificity in a service level agreement?	This is a State standard and will not be changed.
102	102	12	Assignment/Delegation/Subcontracts. We would like authorization to assign the Agreement to an affiliated corporation or in connection with a sale or merger.	Authorization to assign would be given on a case by case basis after contract execution and after consideration of the facts surrounding the request.
103	102	13	Indemnification We ask that the indemnification obligation be limited to events where the contractor has been negligent, or intentionally caused the damage.	This is a State standard and will not be changed
104	102	14.3	Notice Requirement We ask that the State accept the standard ACORD form language, namely "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives."	The standard Accord form with the Secretary of State named as the insured will be acceptable
105			SAMPLE SOFTWARE ESCROW AGREEMENT We ask that the state agree to use the standard escrow agreement used by a recognized Software Escrow company.	That would be acceptable.

#	PG. NO.	SECTION REFERENCE	QUESTION	ANSWER
106	22	6.9.4	The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation. Is the State asking for the right to purchase title to Vendor's proprietary software?	No, the clause is saying that the Vendor must hold the right to allow the State to use the software for which it is receiving a license.
107	27	6.13.7	Intellectual Property Is it the state's intent, by requesting "publication rights" to allow non-State employees and agents to use the software? Did the State intend to include publication rights for Software Source Code in this section?	No, publication would be for the State's own use.

Note: Questions covering the same content as previous questions and have been answered have been deleted.