

Department of Health and Human Services
VaxNH Immunization Information System
RFP 2019-016;

RFP ISSUED.....February 6, 2019

VENDOR CONFERENCE.....<March 6, 2019: 10:00
am – 12:00 pm EST

AT: Teleconference provided upon registration

STATE POINT of CONTACT.....Brian Owens
Brian.owens@dhhsn.nh.gov
603-271-9634

CONTRACT TYPE.....Firm Fixed Price

PROPOSALS DUE.....<May 9, 2019: 2:00 pm
EST

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1. Introduction

This Request for Proposal (RFP) is released to procure a software system and associated services for the New Hampshire Immunization Program as a Commercial-Off-The-Shelf (COTS)/SAAS Immunization Information System (IIS).

1.1. Project overview

- 1.1.1. An IIS is a confidential, population-based, computerized database that records all immunization doses administered by participating providers to persons residing within a given geopolitical area. An IIS can make available aggregate data on immunizations for use in surveillance, program operations, and public health policy development. An IIS also provides consolidated immunization histories to determine appropriate client vaccinations by a provider. In addition, IIS has the functionality of a vaccine ordering management system.
- 1.1.2. The State of New Hampshire (“the State”) does not have an IIS. Although the State’s immunization rates are above the national average, having the ability to pinpoint counties, cities or towns, or groups of providers, which need assistance to raise or maintain New Hampshire’s immunization rates, will benefit New Hampshire residents. Providers can take advantage of the system’s forecasting methodology to ensure patients are being vaccinated on time and not over- or under-vaccinated.
- 1.1.3. Nationally the Centers for Medicare & Medicaid Services (CMS) have undertaken an initiative to collect “meaningful use” (MU) data. One of the requirements for hospitals and providers to be able to take advantage of the financial incentives offered through this initiative is to submit syndromic surveillance, electronic lab, or immunization data via Health Level Seven (HL7) standards to a repository in Stage One. Submission of immunization data has become a core requirement in Stage Two of MU. For immunization, that repository is an immunization information system. Although the MU program will be ending, the program will be replaced by the Medicare Access and CHIP Reauthorization Act (MACRA), an evolution of MU.
- 1.1.4. Pertinent information regarding the agency, project, and state participation is listed in Appendix A.

1.2. Contract award

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- 1.2.1. The State plans to execute a Firm Fixed Price (FFP) Contract as a result of this RFP. If an award is made, the award shall be based upon evaluation of the submitted Proposals in accordance with the review process outlined in Section 5: *Proposal Evaluation Process* below. The award will be based upon criteria, standards, and weighting identified in this RFP.
- 1.2.2. Any resulting Contract from this RFP will be a Non-Exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other Contractors, except that the Contractor shall be responsible for any delay, act, or omission of the other Contractors if such delay, act, or omission is caused by or due to the fault of the Contractor.
- 1.2.3. If a Contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire. A Contract award is contingent on approval by the Governor and Executive Council.

1.3. Contract term

- 1.3.1. Time is of the essence in the performance of a Vendor's obligations under the Contract.
- 1.3.2. The Vendor shall be fully prepared to commence work by February 1, 2019, 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").
- 1.3.3. The Vendor's initial term will begin on the Effective Date and extend through January 31, 2024. The term may be extended up to two years ("Extended Term") at the sole option of the State, subject to the party's prior written agreement on applicable fees for each extended term, up to but not beyond January 31, 2026.
- 1.3.4. The Vendor shall commence work upon issuance of a Notice to Proceed by the State.

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- 1.3.5. The State does not require the Vendor to commence work prior to the Effective Date; however, if the Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.
- 1.3.6. Contract negotiations and unsuccessful bidder notice
 - 1.3.6.1. If a Vendor is selected, the State will notify the selected Vendor in writing of their selection and the State's desire to enter into contract discussions. Until the State successfully completes discussions with the selected Vendor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor.

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1.3.6.2. In accordance with New Hampshire Statutes [Chapter 21-G:37](#): Financial Information Regarding Requests for Bids or Requests for Proposals, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of [RSA Chapter 91-A](#): Access to Governmental Records and Meetings, concerning specific responses to this RFP, from the time the RFP is made public until the Contract is actually awarded, in order to protect the integrity of the public procurement process. This means unsuccessful Vendors shall not be notified until after the Governor and Executive Council have approved the resulting Contract. No information can be provided to non-selected Vendor until after Contracts are awarded, at which time non-selected applicants may submit a written request for more information about the reasons for not being selected and recommendations that may make future applications more effective. Such requests are not considered appeals. Once an applicant has submitted a letter, the State will attempt to accommodate such requests within a reasonable time.

1.3.7. Vendor ethics

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: Gifts, Honorariums, and Expense Reimbursements](#), to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will select, evaluate, or award the RFP. Any bidder that violates this section shall be subject to prosecution for an offense under [RSA 640:2: Bribery in Official and Political Matters](#). Any bidder who has been convicted of an offense based on conduct in violation of [RSA 21-G:38: Ethics](#), which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on this RFP and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency.

1.4. Subcontractors

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- 1.4.1. 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 Appendix H: *State of New Hampshire Terms and Conditions* and Appendix H-25: *General Contract Requirements* herein.
- 1.4.2. 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.

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Section 2 – Schedule of Events

2. Schedule of events

The following table provides the Schedule of Events for this RFP through Governor and Council approval and Notice to Proceed.

2.1. Table 2.1: Schedule of Events

EVENT	DATE	TIME
RFP released to Vendors (on or about)	Feb 6, 2018	
Optional Letter of Intent Submission Deadline	Feb 15, 2019	
Notification to the State of the number of representatives attending the Optional Vendor Conference	Feb 15, 2019	
Optional Vendor Conference; location identified in Section 4.3: <i>Vendor Conference</i>	March 6, 2019	10:00 am – 12:00 pm
Vendor Inquiry Period ends (final inquiries due)	Mar 15., 2019	2:00 p.m. EST
Final State responses to Vendor inquiries	Mar 22, 2019	
Final date for Proposal submission	May 9, 2019	2:00 p.m. EST
Invitations for oral presentations	May 20, 2019	
Vendor presentations/discussion sessions/interviews, if necessary	May 27 - 31	

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3. Software, Requirements, and Deliverables

3.1. Software

Each Proposal must present Software that can fully support the required functionality listed in Appendix C: System Requirements and Deliverables.

3.2. Requirements

3.2.1. Appendix B: Minimum standards for proposal consideration

Appendix B lists the minimum standards for compliance with System requirements, use of proposed <COTS/SAAS> Software, Vendor Implementation experience, and proposed Project Team.

3.2.2. Appendix C: System requirements and deliverables

Appendix C lists the system requirements and deliverables for scope of work, requirements and Deliverables.

3.2.3. Appendix D: Topics for mandatory narrative responses

Appendix D calls for mandatory narrative responses for Software, technical, Services and Project Management topics.

3.2.4. Appendix E: Standards for describing vendor qualifications

Appendix E lists the standards for describing Vendor qualifications including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.

3.3. Deliverables

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements for these Deliverables are provided in Appendix F: *Pricing Worksheets*. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: *System Requirements and Deliverables*. Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the Vendor's understanding of the Implementation process, the manner of Service delivery and experience with similar projects related to the Software, technical Services, and Project Management topics.

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4. Instructions

4.1. Proposal submission, deadline, and location instructions

- 4.1.1. Proposals submitted in response to this RFP must be received by the Department Contracts Unit no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to:

State of New Hampshire
Department of Health and Human Services
Brian Owens, Procurement Coordinator
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301

- 4.1.2. Cartons containing Proposals must be clearly marked as follows:

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- 4.1.3. Late submissions will not be accepted and will remain unopened.
- 4.1.4. Delivery of the Proposals shall be at the Vendor's expense. The time of receipt shall be considered when a Proposal has been officially documented by the NHIP in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.
- 4.1.5. Vendors are permitted to submit one (1) Proposal in response to this RFP.
- 4.1.6. The State reserves the right to reject any and all Proposals and to waive informalities and minor irregularities in Proposals received and to accept any portion of a Proposal or all items bid if deemed in the best interest of the Secretary to do so.
- 4.1.7. All Proposals submitted in response to this RFP must consist of:

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- 4.1.7.1. One (1) original and nine (9) clearly identified copies of the Proposal, including all required attachments.
- 4.1.7.2. One (1) copy of the Proposal Transmittal Form Letter (described in Section 4.18.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
- 4.1.7.3. One (1) electronic copy on USB Thumb Drive in MS WORD format.
- 4.1.8. The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.
- 4.1.9. The cost Proposal must be labeled clearly and sealed separately from the main Proposal. Each cost Proposal (one (1) original and nine (9) copies) must be bound separately.
- 4.2. Letter of Intent
 - 4.2.1. A Letter of Intent to submit a Proposal in response to this RFP is optional.
 - 4.2.2. Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.
 - 4.2.3. The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator.
 - 4.2.4. The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.
 - 4.2.5. The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

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4.3. Proposal inquiries

- 4.3.1. All inquiries concerning this RFP, including but not limited to requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

State of New Hampshire
Department of Health and Human Services
Brian Owens, Procurement Coordinator
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301

EMAIL: brian.owens@dhhs.nh.gov

- 4.3.2. During the Vendor Inquiry Period (see Section 2: *Schedule of Events*) Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. Enter “VaxNH RFP” in the subject line when making inquiries.
- 4.3.3. Inquiries must be received by the RFP State Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Section 2: *Schedule of Events*). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.
- 4.3.4. The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: *Schedule of Events*; however, this date may be subject to change at the State’s discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing and posted as an addendum to the Department of Administrative Services website.

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- 4.3.5. From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under Contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in Section 4.2: *Proposal Inquiries*. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

4.4. Vendor conference

- 4.4.1. A non-mandatory Vendor Conference will be held at the date and at the time identified in Section 2: *Schedule of Events*:

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Teleconference information will be provided to vendors which provide notification to the State of the number of representatives attending the Optional Vendor Conference.

- 4.4.2. All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference. Conference numbers will be emailed to registrants upon request. Vendors are requested to RSVP via email by the date identified in Section 2: *Schedule of Events*.
- 4.4.3. 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.
- 4.4.4. Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the website by the date specified as the final State responses to Vendor inquiries as specified in Section 2: *Schedule of Events*. Vendors are responsible for any costs associated with the Vendor Conference.

4.5. Alteration of RFP

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

4.6.RFP addendum

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. Any addendum issued in response to the RFP will be posted to the Department of Administrative Services website. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

4.7.Non-Collusion

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

4.8.Validity of proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 2: *Schedule of Events*, or until the Effective Date of any resulting Contract.

4.9.Property of the state

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

4.10. Confidentiality of a proposal

A Proposal must remain confidential until the Effective Date of any resulting Contract as a result of this RFP. A Vendor's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

4.11. Public disclosure

4.11.1. Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the Effective Date of any resulting Contract.

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- 4.11.2. Any information submitted as part of a response to this RFP may be subject to public disclosure under [RSA Chapter 91-A: Access to Governmental Records and Meetings](#). In addition, in accordance with [RSA Chapter 21-G:37: Financial Information Regarding Requests for Bids or Requests for Proposals](#), any Contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under [RSA Chapter 91-A:5: Exemptions](#). If any information being submitted in response to an RFP, bid, or information should be kept confidential as financial or proprietary information; the information must be specifically identified in a letter to the agency and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g., pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the Contract by Governor and Council.
- 4.11.3. Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting Contract, as determined by the State, including but not limited to, [RSA Chapter 91-A: Access to Governmental Records and Meetings](#) (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Vendor has properly and clearly marked confidential, the State will notify the Vendor of the request and of the date and the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

4.12. Security

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4.12.1. 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.

4.12.2. The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

4.13. Non-Commitment

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

4.14. Proposal preparation cost

By submitting a Proposal, a Vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal or for work performed prior to the Effective Date of a resulting Contract.

4.15. Oral presentations/interviews and discussion

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the COTS/SAAS application. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

4.16. Required contract terms and conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire terms and conditions, contained in Appendix H: *State of New Hampshire Terms and Conditions* herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's terms and conditions and any portion of the Vendor's Proposal, the State's terms and conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

4.17. Proposal format

Proposals should follow the following format:

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- 4.17.1. The Proposal should be provided in a three-ring binder.
- 4.17.2. The Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- 4.17.3. The Proposal should use Times New Roman font with a size no smaller than eleven (11).
- 4.17.4. Each page of the Proposal should include a page number and the number of total pages and identification of the Vendor in the page footer.
- 4.17.5. Tabs should separate each section of the Proposal.
- 4.17.6. Exceptions for paper and font sizes are permissible for graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches and material in appendices.
- 4.18. Proposal organization
 - Proposals should adhere to the following outline and should not include items not identified in the outline.
 - 4.18.1. Cover Page
 - 4.18.2. Transmittal Form Letter
 - 4.18.3. Table of Contents
 - 4.18.4. Section I: Executive Summary
 - 4.18.5. Section II: Glossary of Terms and Abbreviations
 - 4.18.6. Section III: Responses to Requirements and Deliverables
 - 4.18.7. Section IV: Narrative Responses
 - 4.18.8. Section V: Corporate Qualifications
 - 4.18.9. Section VI: Qualifications of Key Vendor Staff
 - 4.18.10. Section VII: Cost Proposal (in a separate binder)
 - 4.18.11. Section VIII: Copy of the RFP and any signed Addendum (a) <required in original Proposal only>
 - 4.18.12. Section IX: Appendix
- 4.19. Proposal content
 - 4.19.1. Cover page
 - The first page of the Vendor's Proposal should be a cover page containing the following text:

Department of Health and Human Services

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New Hampshire Immunization Program
STATE OF NEW HAMPSHIRE

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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.

4.19.2. Transmittal form letter

The Vendor must submit signed Transmittal Form Letter with their response using the Transmittal Form Letter Template provided at the end of this section herewith. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a Proposal being rejected.

4.19.3. Table of contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.17: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

4.19.4. Section I: Executive summary

The executive summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: *Minimum Standards for Proposal Consideration*, to this Request for Proposals. The executive summary will also provide an overview of the Vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

4.19.5. Section II: Glossary of terms and abbreviations

The Vendor must provide a glossary of all terms, acronyms, and abbreviations used in the Proposal.

4.19.6. Section III: Responses to system requirements and deliverables

4.19.6.1. System requirements are provided in Appendix C: *System Requirements and Deliverables*.

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- 4.19.6.2. Using the response tables in Appendix C: *System Requirements and Deliverables*, the Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

4.19.7. Section IV: Narrative responses

Section IV solicits narrative responses describing the Software, Technical, Services and Project Management topics defined for this RFP Project. Appendix D: *Topics for Mandatory Narrative Responses* is organized into sections, which correspond to the different Deliverables aspect of the scoring process of the Proposal. Discussion of each topic must begin on a new page.

4.19.8. Section V: Corporate qualifications

Section V should provide corporate qualifications of all firms proposed to participate in the Project. Specific information to be provided is described in Appendix E: *Standards for Describing Vendor Qualifications* - Section E-1: *Required Information on Corporate Qualifications*.

4.19.9. Section VI: Qualifications of key vendor staff

This Proposal section must be used to provide required information on key Vendor staff. Specific information to be provided is described in Appendix E: *Standards for Describing Vendor Qualifications* - Sections: E-2: *Team Organization and Designation of Key Vendor Staff*; E-3: *Candidates for Project Manager*; and E-4: *Candidates for Key Vendor Staff Roles*.

4.19.10. Section VII: Cost proposal

The Cost Proposal must describe the proposed cost of the Vendor Proposal based on and reflected by the inclusion of the completed tables listed in Appendix F: *Pricing Worksheets*.

NOTE: Section VII: Cost Proposal, must become public information and as such shall not be made confidential or proprietary. Proposals submitted with all or part of the Section VII labeled confidential or proprietary shall not be considered response and shall not be accepted.

4.19.11. Section VIII: Copy of the RFP and any signed addendum (a)

NOTE: Required in original Proposal only.

4.19.12. Section IX: Appendix

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This section provided for extra materials as referenced in Appendix D: *Topics for Mandatory Narrative Responses* such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (for UAT Plan) and Status Meetings and Reports.

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State of New Hampshire Proposal Transmittal Form Letter

Company Name: _____

Address: _____

To: NH Immunization Program State Point of Contact: Brian Owens

Telephone (603)271-9634

Email: brian.owens@dhhs.nh.gov

RE: Proposal Invitation Name: VaxNH Immunization Information System

Proposal Number: 2019-016

Proposal Due Date and Time: May 9, 2019 at 2:00 pm

Dear Sir/Madam:

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH DHHS/NHIP – 2019-016 VaxNH Immunization Information System> at the price(s) quoted in Vendor Response Section VII: *Cost Proposal* and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

Company Signor: _____ is authorized to legally obligate

Company Name: _____.

We attest to the fact that:

- The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to Appendix H: State of New Hampshire Terms and Conditions, which shall form the basis of any Contract resulting from this RFP. No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.
- The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.
- The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

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- The Vendor has read and included a copy of RFP 2019-016 and any subsequent signed Addendum (a).

Our official point of contact is _____

Title: _____

Telephone: _____ Email: _____

Authorized Signature Printed _____

Authorized Signature _____

5. Proposal Evaluation Process

5.1. Scoring proposals

- 5.1.1. Each Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.
- 5.1.2. If the State, determines to make an award, the State will issue an intent-to-award notice to a Vendor based on these evaluations. Should the State be unable to reach agreement with the selected Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached or all Proposals are rejected.
- 5.1.3. The State will use a scoring scale of 1,000 points which shall be applied to the Solution as a whole. Points will be distributed among the following factors:
 - 5.1.3.1. 325 points – Proposed Software Solution;
 - 5.1.3.2. 430 points – Vendor's Technical, Svc and Project Management Experience;
 - 5.1.3.3. 65 points – Vendor Company;
 - 5.1.3.4. 100 points – Staffing Qualifications; and
 - 5.1.3.5. 80 points – Solution Cost (Rates and Pricing)
 - 5.1.3.6. 1,000 points – Total Possible Score.

5.2. Rights of the State in evaluating proposals

The State reserves the right to:

- 5.2.1. Consider any source of information including but not limited to: State employees, Internet research, and rating agencies, in evaluating Proposals;
- 5.2.2. Omit any planned evaluation step if, in the State's view, the step is not needed;
- 5.2.3. At its sole discretion, reject any and all Proposals at any time; and
- 5.2.4. Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract terms with the highest scoring Vendor.

5.3. Planned evaluations

The State plans to use the following process:

- Initial screening;
- Preliminary scoring of Proposals;
- Oral interviews and product demonstrations;
- BAFO; and
- Final evaluation of Proposals.

5.3.1. Initial Screening

The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: *Minimum Standards for Proposal Consideration*. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.3.2. Preliminary scoring of proposals

The State will establish an evaluation team to initially score Proposals and conduct reference checks.

5.3.3. Oral interviews and product demonstrations

5.3.3.1. Preliminary scores from the initial evaluation of the Proposals will be used to select Vendors to invite to oral interviews and product demonstrations.

5.3.3.2. 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.

5.3.3.3. For each invited Vendor, the oral interview and product demonstrations will be no more than four (4) hours in length. A highly structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor. Information gained from oral interviews and product demonstrations will be used to refine scores assigned from the initial review of the Proposals.

5.3.4. Best and final offer (if appropriate)

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The State will not be requesting a Best and Final Offer.

5.3.5. Final evaluation

The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering. Reference and background checks will be made for finalist or finalists as appropriate. After making a preliminary determination of award, the State reserves the right to conduct site visits to a Vendor location and/or government site(s) that utilizes the Vendor Software.

5.4. Scoring detail

The State will select a Vendor based upon the criteria and standards contained in this RFP.

5.4.1. Proposed software solution

The Vendor's Proposed Software Solution will be allocated a maximum score of 325 points.

The main purpose of this section is to measure how well the Solution meets the business needs of the Agency. The contribution of scoring team members representing all stakeholders will be critical in this section.

Factors include but are not limited to:

5.4.1.1. Software Architecture

- 5.4.1.1.1. How well does the Solution meet the needs of the organization?
- 5.4.1.1.2. How well will the Solution adapt to future organization changes?
- 5.4.1.1.3. Does the Solution accommodate any planned or possible growth both on the organization and Vendor?
- 5.4.1.1.4. How does Vendor's Solution stand out from other Solutions from other Vendors?

5.4.1.2. Application

- 5.4.1.2.1. Is there a user group for the Solution? If so, how long has it been in operation?
- 5.4.1.2.2. What is the market share of the Solution?

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- 5.4.1.2.3. If there is an upgrade, is the cost shared by the user group or the sole responsibility of the State? If shared, how are upgrades/enhancements differentiated into user group upgrades or individual state upgrade?
- 5.4.1.2.4. Are other states aware of changes/upgrades being made to other State's system so as to be able to be part of the upgrade?
- 5.4.1.2.5. What is included in the cost of Software Maintenance?
- 5.4.1.2.6. How are future upgrades determined?
- 5.4.1.2.7. These and other factors will help the State to understand the costs and opportunities of using this Solution.
- 5.4.1.3. Features
 - 5.4.1.3.1. How well does the system meet CDC's most recent Immunization Information System Functional Standards
 - 5.4.1.3.2. Are all CDC's required data elements collected in the Solution?
- 5.4.1.4. Compatibility with State Systems
 - 5.4.1.4.1. The State may have the opportunity to interface with other State systems, e.g., Medicaid, Vital Records. What experience does the Vendor have interfacing with systems outside of the Solution?
- 5.4.1.5. User Friendliness/Usability and Efficiency
 - 5.4.1.5.1. How quickly can provider users perform everyday tasks?

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- 5.4.1.5.2. Is the Solution user friendly, i.e., is it easy to learn, are there error messages letting the user know they cannot perform certain tasks?
 - 5.4.1.5.3. How steep is the learning curve for Admin users and typical users
 - 5.4.1.6. Criteria for these scores will be found in but are not limited to:
 - 5.4.1.6.1. Vendor Proposal Section III: Responses to Requirements and Deliverables;
 - 5.4.1.6.2. Table C-2: General Requirements Vendor Response Checklist
 - 5.4.1.6.3. Vendor Proposal Section IV: Narrative Responses; and
 - 5.4.1.6.4. Vendor Presentation and Demonstration.
- 5.4.2. Vendor's technical, service, and project management proposal
 - 5.4.2.1. Vendor proposed Services will be allocated a maximum score of 430 points.
 - 5.4.2.2. In this section the State will score the technical merits of how the Vendor proposes to 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 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.
 - 5.4.2.3. Factors include but are not limited to:
 - 5.4.2.4. Protection of Data

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- 5.4.2.4.1. To what degree does the Vendor ensure operations against unexpected problems? What safeguards are in place?
 - 5.4.2.5. Project Execution
 - 5.4.2.5.1. When there is an issue, how quickly does the Vendor involve the State?
 - 5.4.2.5.2. What is the process for decision making involving the State?
 - 5.4.2.6. Project Management Competence
 - 5.4.2.6.1. How much experience does Vendor staff with administrative issues, quality control, scope creep, project oversight?
 - 5.4.2.7. Ongoing Operations
 - 5.4.2.7.1. What support does the Vendor offer the state for ongoing operations after the warranty period expires? **NOTE:** Post warranty operation and support.
 - 5.4.2.8. Criteria for these scores will be found in but are not limited to:
 - 5.4.2.8.1. Vendor Proposal Section III: Responses to Requirements and Deliverables
 - 5.4.2.8.2. Vendor Proposal Section IV: Narrative Responses
 - 5.4.2.8.3. Attachment C-2: Requirements
 - 5.4.2.8.4. Proposed Work Plan
 - 5.4.2.8.5. References
- 5.4.3. Vendor company
 - 5.4.3.1. Vendor Company qualifications will be allocated a maximum score of 65. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the Maintenance Period.

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- 5.4.3.2. Factors include but are not limited to:
 - 5.4.3.2.1. How long in business
 - 5.4.3.2.1.1. How long has the Vendor been in business?
 - 5.4.3.2.1.2. How many other entities use the Solution
 - 5.4.3.2.2. How many years' experience with this product
 - 5.4.3.2.2.1. How long has the Vendor offered an immunization information system Solution?
- 5.4.3.3. Bench Strength and Support Structures
 - 5.4.3.3.1. What is the average time the Vendor's technical staff has spent with the company working with the Solution?
 - 5.4.3.3.2. What is the average time the Vendor's technical staff has spent working with immunization information systems?
- 5.4.3.4. References
 - 5.4.3.4.1. The measure of a company's worth is more accurate when made by a third party that has collaborated with the Vendor on a similar Project.
 - 5.4.3.4.2. List three references and contact information of states which have used the Solution.
- 5.4.3.5. Litigation

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5.4.3.5.1. The relevance of involvement of the company in litigation will be considered.

5.4.3.6. Financial Strength

5.4.3.6.1. Financial strength when measured by financial statements or a rating is an indication of the company's ability to operate long term and through unexpected problems.

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

5.4.3.7.1. Vendor Proposal Section V: *Corporate Qualifications*

5.4.3.7.2. Vendor Presentations

5.4.3.7.3. References

5.4.3.7.4. Financial Information

5.4.4. Staffing qualifications

Vendor Staff must have the training and experience to support the Vendor company's plans to implement and support the System. Vendor Company qualifications will be allocated a maximum score of 100.

Factors include but are not limited to:

5.4.4.1. Staff Training

5.4.4.1.1. What is the average time the Vendor's staff has spent with the company working with the Solution?

5.4.4.1.2. What is the average time the Vendor's staff has spent working with immunization information systems?

5.4.4.1.3. How does the Vendor plan to work with the State to transfer Solution knowledge to State users?

5.4.4.2. Staff Certifications –

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- 5.4.4.2.1. List any significant certifications or honors awarded to Vendor staff that will be associated with this Project
 - 5.4.4.3. Staff Experience –
 - 5.4.4.3.1. Training and certification is important but experience with similar Projects will be a major contributor to a smooth Implementation.
 - 5.4.4.4. Size and composition of Vendor Team –
 - 5.4.4.4.1. For a Project of this size, the State must be assured that there sufficient staff resources and sufficient qualifications and experience within the Vendor team to carry out the Project
 - 5.4.4.5. Criteria for these scores will be found in but are not limited to:
 - 5.4.4.5.1. Vendor Proposal Section V: *Corporate Qualification*
 - 5.4.4.5.2. Vendor Proposal Section VI: *Qualifications of Key Staff*
 - 5.4.4.5.3. Vendor Presentations
 - 5.4.4.5.4. References
- 5.4.5. Solution cost
 - 5.4.5.1. Vendor proposed Software Solution cost will be allocated a maximum score of 80 points. The State will consider both Implementation and subsequent five (5) year license and maintenance> costs, provided in Tables F-1: *Activities/Deliverables/Milestones Pricing Worksheet*, F-4: *Software Licensing, Maintenance, and Support Pricing Worksheet* and, if appropriate, F-5: *Web Site Hosting, Maintenance, and Support Pricing Worksheet*. The cost information required in a Proposal is intended to provide a sound basis for comparing costs.

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- 5.4.5.2. The following formula will be used to assign points for costs:
- 5.4.5.3.
$$\text{Vendor's Cost Score} = \frac{\text{lowest proposed cost}}{\text{Vendor's proposed cost}} \cdot \text{NUMBER of maximum points for Solution costs}$$
- 5.4.5.4. Solution costs are defined in Section 5.1: *Scoring Proposals*.
- 5.4.5.5. For the purpose of this formula, the lowest proposed cost is defined as the lowest cost proposed by a Vendor who fulfills the minimum qualifications.

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APPENDIX A. Background information

1. A-1. Division of Public Health Services, Immunization Program

- 1.1. The mission of the New Hampshire Immunization Program is to reduce or eliminate all vaccine preventable diseases. As a program in the State of New Hampshire Department of Health and Human Services (NH DHHS), Division of Public Health Services (DPHS), NHIP is a resource for healthcare providers and the public regarding the importance of vaccination for all vaccine preventable diseases.
- 1.2. NH DHHS is releasing this Request for Proposals (RFP) to procure an IIS that meets the State's needs. An IIS is a confidential, population-based, computerized database that records all immunization doses administered by participating providers to persons residing within a given geopolitical area. An IIS can make available aggregate data on immunizations for use in public health surveillance, for guiding program operations and public health policy, and providing consolidated immunization histories to determine appropriate patient vaccinations by a provider.
- 1.3. Context for this Request: NHIP is soliciting proposals from qualified vendors for the procurement of a hosted, secure, web-based software system and associated services to allow DPHS to collect immunization records for New Hampshire residents in accordance with NH RSA 141-C:20-f, the National Vaccine Advisory Committee (NVAC) standards, NH DoIT technical, security and hosting requirements and the Centers for Disease Control and Prevention Immunization Information System (IIS) functional standards.
- 1.4. Goals and Objectives for New Hampshire's Immunization Information System (VaxNH):
 - 1.4.1. Support the delivery of clinical immunization services at the point of immunization administration, regardless of setting.
 - 1.4.2. Support the activities and requirements for publicly-purchased vaccine, including the Vaccines for Children (VFC) and State purchase programs.
 - 1.4.3. Maintain data quality (accurate, complete, timely data) on all immunization and demographic information in the IIS.
 - 1.4.4. Preserve the integrity, security, availability and privacy of all personally-identifiable health and demographic data in the IIS.
 - 1.4.5. Provide immunization information to all authorized stakeholders.

1.4.6. Promote vaccine safety in public and private provider settings.

2. A-2.Department of Information Technology and Technology Status

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

3. A-3.Related documents required

Vendors are NOT required to submit these certificates with their Proposal. Vendors will be required to be a registered company in New Hampshire. The certificates will be requested from the selected Vendor prior to Contract approval.

- 3.1. Certificate of Good Standing/Authority (Appendix G-3–*Item A*) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: <http://sos.nh.gov/formslaws.aspx>
- 3.2. Certificate of Vote (Appendix G: Application Security, Testing Requirements, and Certificates)
- 3.3. Proof of Insurance compliant with Appendix H: *State of New Hampshire Terms and Conditions*.

4. A-4.State project team

State high-level staffing for the Project will include:

- Project Sponsor;
- State Project Manager;
- State IT Manager;
- State Technical Support Team;
- State Business Process Owners; and
- State User Acceptance Testing Team.

4.1.A-4.1.Project sponsor

The Project Sponsor, Colleen Haggerty, will be responsible for securing financing and resources, addressing issues brought to her attention by the State Project Manager and assisting the State Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

4.2.A-4.2.State project manager

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- 4.2.1. The State Project Manager, Donna McKean, IIS Program Manager for DPHS, will be responsible for working with the NHIP staff, State IT Manager, and the Vendor to ensure appropriate execution of the contract. The State Project Manager will be primary point of contract for the Vendor and business user and will interact with the Vendor to address question or concerns encountered by users as they arise.
- 4.2.2. Primary Responsibilities include:
- 4.2.3. Reporting to the Project Sponsor for everything that the Project does or fails to do,
- 4.2.4. Has the primary responsibility for seeing to the Project's success.
- 4.2.5. Leading the Project;
- 4.2.6. Promoting the Project statewide;
- 4.2.7. Developing Project strategy and approach;
- 4.2.8. Engaging and managing all Vendors;
- 4.2.9. Managing significant issues and risks; and
- 4.2.10. Managing stakeholders' concerns.

4.3.A-4.3.State technical support team

Primary responsibilities include:

- 4.3.1. Supporting the project as a technical resource and subject matter experts;
- 4.3.2. Assisting with data conversion planning and design;
- 4.3.3. Assisting with data clean-up prior to conversion;
- 4.3.4. Assisting in the development of system security, operational support models, and system architecture planning activities.

4.4.A-4.4.State IT Project Manager

Charles Hendrickson will be the State IT Project Manager for this Project. He will provide IT support to the State Project Manager and be the liaison for State IT requirements.

4.5.A-4.5.State Business Process Owners

The State's Business Process Owners will serve as subject matter experts and will be heavily involved throughout all aspects of the implementation.

Primary responsibilities include:

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- 4.5.1. Participate in gap analysis work sessions;
- 4.5.2. Serve as subject matter experts in regard to the current system and existing business processes;
- 4.5.3. Help define “to be” business processes;
- 4.5.4. Active involvement in testing activities; and
- 4.5.5. Serve as liaisons between business operational departments and the Vendor’s project team.

4.6.A-4.6.State user acceptance testing (UAT) team

The State’s User Acceptance Team will be comprised of the Business Process Owners (described above) and additional business process owners from within each of NHIP’s operational departments. The UAT Team will be responsible for carrying out UAT test scripts and completing UAT testing activities.

Primary responsibilities include:

- 4.6.1. Assisting in the development of appropriate UAT test scripts;
- 4.6.2. Completing assigned UAT testing scripts;
- 4.6.3. Retesting fixes to “defects” made by the Vendor;
- 4.6.4. Assisting with data clean-up prior to conversion; and
- 4.6.5. Serving as a liaison between the business operational departments sharing the results and progress of UAT testing activities.

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APPENDIX B. Minimum standards for proposal consideration

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

1. B-1. Submission requirements

- 1.1. The Proposal is date- and time-stamped before the deadline as defined in Section 2: *Schedule of Events*. The Vendor has sent the proper number of copies with the original version of the Proposal marked “ORIGINAL” and the copies marked “COPY” as defined in Section 4.1: *Proposal Submission, Deadline, and Location Instructions*.
- 1.2. The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception.
- 1.3. The proposed escrow agreement shall be submitted with the Vendor’s Proposal for Review by the State.

2. B-2. Compliance with system requirements

System requirements and Deliverables are listed in Appendix C: *System Requirements and Deliverables* in this RFP. The proposed Vendor’s Solution must be able to satisfy all mandatory requirements listed.

3. B-3. Current use of vendor proposed software – Current implemented sites of vendor-proposed software

Components that constitute the Vendor’s proposed Software suite must be fully implemented and Operational in at least three (3) government entities comparable in size and complexity to the State of New Hampshire within the last two (2) years. The specific Vendor proposed Software version and functionality must be described.

4. B-4. Vendor implementation service experience

The Implementation Vendor must have completed the Vendor-proposed Software Implementation for at least three (3) government clients comparable in size and complexity to the State of New Hampshire within the last two (2) years. The specific Vendor-proposed Software version and functionality must be described.

5. B-5. Proposed project team

The proposed Project Team must include individuals with substantial experience in:

- 5.1. Working with healthcare providers, HIE, and EMR Vendors to assist in setting up an interface to the IIS for each EMR utilized by healthcare providers in the State;

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Appendix B – Minimum Standards for Proposal Consideration

- 5.2. Working with a state immunization program to ensure all required functionality of an IIS is in place and working effectively without workarounds or issues, including interoperability with VTckS;
- 5.3. Transferring knowledge of database elements for report writing to immunization program staff;
- 5.4. Transferring knowledge of database management and updates to immunization program staff;
- 5.5. Each of the disciplines relating to his or her stated project role.
- 5.6. Implementing a system that meets the requirements outlined in Appendix C: *System Requirements and Deliverables*;
- 5.7. The discipline of effective Project Management.
- 5.8. The discipline of effective risk and issue management.
- 5.9. The discipline of software development/configuration for like systems.
- 5.10. The discipline of software testing activities.
- 5.11. Operational support of government entities comparable in size and complexity;
- 5.12. Successful system roll-out;
- 5.13. Compliance with recent CDC IIS Functional Standards
- 5.14. Effective use of software change management best practices;
- 5.15. Effective use of defect tracking tools that allow for reporting on test results;
- 5.16. System modification in order to satisfy unique needs of the NHIP in New Hampshire.
- 5.17. For the purpose of evaluating compliance with this requirement, the Vendor team is permitted to include Subcontractors. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas.

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APPENDIX C. System requirements and deliverables

1. C-1. Scope of work

After successful completion of IIS installation, data migration, and customization with its technical architecture hosted, supported, and maintained by the successful Vendor, and all staff effectively trained, IIS and the contracted services will provide:

- 1.1. An immunization information system that is fully tested and available for all normal operations, query, import, export, and reporting and includes all necessary data elements to support future expansion (i.e., HIE, lifetime tracking) with the ability to exchange immunization data in different formats (HL7 2.5.1, flat file, etc.);
- 1.2. All mandatory required functions including HIPAA and audit compliance, usability sustainability and security as described in the RFP;
- 1.3. An ACIP-standardized forecasting algorithm that either meets DHHS's current requirements or has been customized to meet its established operating parameters;
- 1.4. The capability for public and private sector healthcare providers to easily contribute data to the IIS while continuing to receive all existing services;
- 1.5. A fully integrated and interoperable environment with all other State systems required (as listed in the RFP) for the effective operation of IIS and the Immunization Program;
- 1.6. Reporting capabilities that will be user-configurable and able to be created on customized letterhead by way of a simple user interface (i.e., forecast results, proof-of-immunization certification, notification correspondence, client and provider reports);
- 1.7. An IIS that is fully integrated with the federal inventory and distribution control systems as specified by the CDC and the State of New Hampshire;
- 1.8. Sufficient training for all state-wide users, managers, business staff and technical resources of DHHS/DoIT to effectively maintain and operate the system; and
- 1.9. Material and training resources to establish and support an escalated help desk function that provides prompt response to trouble calls on an efficient and effective basis.
- 1.10. Functionality that is consistent and in line with CDC's Functional Requirements for Immunization Information Systems
- 1.11. Functionality that is guided by the American Immunization Registry Association (AIRA) Modeling of Immunization Registry Operations Workgroup (MIROW) guides.

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- 1.12. The Vendor shall perform all services within the United States and may not be subcontracted outside the United States. In addition the Vendor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.

2. C-2. Requirements

Vendors shall complete the requirements checklist, Table C-2: *General Requirements Vendor Response Checklist* below. Table C-2 is included as an attachment to 2019-016 as well on the web site.

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Table C-2: General Requirements Vendor Response Checklist

VENDOR INSTRUCTIONS:

Vendor Response Column	Place a “Yes” if the current release of the Software can fully support ALL the functionality described in the row, without special customization or additional software. If customization or software is needed, list Vendor solution or additional software in the Comment section. A “Yes” can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter a “No”. A “No” can only be used with deliver method Future, Custom, or Not Available/Not Proposing.
Criticality Column	<p>(M) indicates a requirement that is “Mandatory”. The State considers it to be of such great important that it must be met in order for the proposal to be accepted. If the proposer believes that there is something about their proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a proposal if the need of the requirement is reduced or eliminated by another feature of the proposal</p> <p>(P) indicates a requirement which is “Preferred”. This requirement is considered by the State to be of great usefulness but the lack of this feature is not considered serious enough to disqualify the proposal.</p> <p>(O) indicates a requirement which is “Optional”. This requirement is considered by the State to be one which useful or potentially useful but not a central feature of the Project.</p>
Delivery Method Column	Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

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Standard – Feature/Function is included in the proposed system and available in the current Software release.

Future – Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate of flat cost for the Software modification in the comment area. These cost estimates should add up to the total cost for Software modifications found in the cost summary table in Appendix F of the RFP.

Not Available/Not Proposing – Feature/Function has not been proposed by the Vendor. (Provide a brief description of why this functionality was not proposed.

Comments Column	For all Delivery Method responses Vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.
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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL BUSINESS REQUIREMENTS					
B1.1	The Solution must have ability to display data on users screen.	M			
B1.2	The Solution must have ability to send or export multiple file formats.	M			
B1.3	The Solution must have ability to deliver/export graphical data displays.	M			
B1.4	The Solution must have ability to receive and log messages in multiple formats.	M			
B1.5	The Solution must have ability to generate and save multiple file formats.	M			
B1.6	The Solution must have ability to log user receipt of files.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.7	The Solution must have ability to validate that all required data fields are complete and valid.	M			
B1.8	Vendor must host and provide access to State Project Staff to test environment that mirrors production environment.	M			
B1.9	The Solution must allow user to compare the expected results of the forecasting test case to the results observed by the tester.	M			
B1.10	The Solution must have ability to deploy updated/new clinical decision support logic to production environment in a timely way.	M			
B1.11	The Solution must have ability to notify end users of updated/new clinical decision support logic according to federal, State, and local laws, regulations and policies.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.12	The Solution must allow State Project Staff to send unauthorized users referral communications for Facility/Organization Registration.	M			
B1.13	The Solution must require user to agree to confidentiality policy prior to allowing User to access the system.	M			
B1.14	The Solution must have ability to electronically generate VFC provider enrollment forms and store related data.	M			
B1.15	The Solution must have VFC online enrollment capabilities that include emergency back-up plan Documentation.	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.16	The Solution must have the provider onboarding functionality, i.e., tracking onboarding steps, comment area, provider onboarding questionnaire, which interfaces with main provider information table.	M			
B1.17	The Solution must allow user to open multiple screens at once within the application.	M			
B1.18	The Solution must have ability to provide online access to enrollment form(s).	M			
B1.19	The Solution must have the ability to interoperate with case management tool for scheduling and routing for site visits to registered facilities.	O			
B1.20	The Solution must support the entry of all organization demographics and data when completing electronic forms.	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.21	The Solution must allow user to save a form in progress and return to modify or submit it at a later time.	M			
B1.22	The Solution must have ability to validate that all of the fields are complete before allowing the user to submit the form online.	M			
B1.23	The Solution must have ability to alert user of incomplete fields and inappropriate entries.	M			
B1.24	The Solution must have ability to submit form electronically.	M			
B1.25	The Solution must allow user to modify form until it is submitted.	M			
B1.26	The Solution must have ability to scan in paper forms.	P			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.27	The Solution must have ability to retrieve information from scanned forms and automatically fill required data fields with retrieved information.	O			
B1.28	The Solution must have ability to record person who is making the request.	M			
B1.29	The Solution must have ability to validate medical license number against Professional Licensing Agency record database.	P			
B1.30	The Solution must have ability to display the submitted form to user.	M			
B1.31	The Solution must have the ability to integrate document imaging into System.	P			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.32	The Solution must have ability to search for and alert if there is a potential match of duplicate facilities.	M			
B1.33	The Solution must have ability to compare facility registration application information to current records to find matches.	M			
B1.34	The Solution must allow user to assign a rejection code to a rejected application.	M			
B1.35	The Solution must support a rules-based algorithm to suggest approval or rejection based on review.	M			
B1.36	The Solution must provide communication to applicant on registration status.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.37	The Solution must allow IIS staff to review and reject/approve registration form.	M			
B1.38	The Solution must allow applicant to edit, save, and resubmit a rejected facility registration application.	M			
B1.39	The Solution must have ability to create and save new records for approved facility registration applicants.	M			
B1.40	The Solution must have the ability to create unique provider site ID.	M			
B1.41	The Solution must have the ability to store multiple unique provider facility site IDs used by various systems.	M			
B1.42	The Solution must have ability to send approval notification to facility registration applicant.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.43	The Solution must have the ability to send mass emails to providers or other authorized users.	M			
B1.44	The Solution must have ability, at State level, to access audit logs for actions performed by users on patient, vaccination, facility, and user records.	M			
B1.45	The Solution must give State Administrators the ability to access and maintain internal tables, change attribute values or properties, and modify drop down lists.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.46	The Solution must support best practices in accordance with AIRA/MIROW guide for collaboration with Inventory Management Operations. Vendor will work with State during Solution Implementation to define how State-specific business rules will be supported.	M			
B1.47	The Solution must support best practices in accordance with AIRA/MIROW guide for collaboration with Vaccines For Children program. Vendor will work with State during Solution Implementation to define how State-specific business rules will be supported.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.48	The Solution must support best practices in accordance with AIRA/MIROW guide for Reminder/Recall. Vendor will work with State during Solution Implementation to address how State-specific business rules will be supported.	M			
B1.49	The Solution must support best practices in accordance with AIRA/MIROW guide for Data Quality Assurance. Vendor will work with State during Solution Implementation to define how State-specific business rules will be supported.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.50	The Solution must support best practices in accordance with AIRA/MIROW guide for Vaccine Level Deduplication. Vendor will work with State during Solution Implementation to address how State-specific business rules will be supported.	M			
B1.51	The Solution must support best practices in accordance with AIRA/MIROW guide for Management of Moved or Gone Elsewhere (MOGE) and other patient status designation business rules. Vendor will work with State during Solution Implementation to define how State-specific business rules will be supported.	M			
B1.52	The Solution must use standards described in current CDC implementation guides for immunization messaging (including support for HL7 2.5.1).	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.53	The Solution must use standards described in current CDC implementation guides for immunization data values.	M			
B1.54	The Solution must support immunization messaging based on HL7 Clinical Document Architecture, Clinical Care Document (CCD).	O			
B1.55	The Solution must implement a data mart for ad-hoc reporting.	M			
B1.56	The Solution must utilize role-based access to control user access to IIS functionality, reports, and data. The Vendor must work with the State to define mutually agreed upon user roles and associated access rights.	M			
B1.57	The Solution must have the ability to link comments or notes to database records, times, dates, users, and history tables.	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B1.58	The Solution must have a built-in messaging functionality to allow for communication between users and provider facilities within the system.	P			
B1.59	The Solution must have a built-in e-mail capability to allow for communication from within the system to individual e-mail addresses, including ability to send vaccination records.	P			
PATIENT RECORD BUSINESS REQUIREMENTS					
B2.1	The Solution must allow user to create a new patient record.	M			
B2.2	The Solution must have ability to create a new record.	M			
B2.3	The Solution must allow System administrator to create a new patient record.	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B2.4	The Solution must have ability to identify new patient records.	M			
B2.5	The Solution must have ability to prevent a record from being saved unless required data elements are completed.	M			
B2.6	The Solution must have ability to prompt user to confirm creation of a new patient record after possible matches are found.	M			
B2.7	The Solution must have ability to flag new patient records where possible matches are found.	M			
B2.8	The Solution must have ability to prompt user to confirm creation of a new patient record after possible matches are found.	M			
B2.9	The Solution must have ability to automatically generate a unique patient ID.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B2.10	The Solution must have ability to document all CDC-approved core data elements related to vaccine administration.	M			
B2.11	The Solution converts addresses to use standard US Postal conventions and codes.	M			
B2.12	The Solution must have the ability to create a map using geocodes for statistical reporting.	M			
B2.13	The Solution must display age in year/month/day format in all age display fields (e.g., 2 years, 4 months, 3 days).	M			
B2.14	The Solution must contain an optional selection calendar for date fields in addition to direct entry.	M			
B2.15	The Solution must provide for logical and wildcard searching of all fields involving HL7 components.	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B2.16	The Solution must be able to conduct and narrow search on all related fields (e.g., IIS number, gender, patient middle name, patient address, patient phone number, vaccine type, lot number, manufacturer, others.)	M			
B2.17	The Solution must have ability to flag a record by a User for deletion.	M			
B2.18	The Solution must have ability to delete a record by Administrator.	M			
B2.19	The Solution must have the ability to delete patient records without compromising inventory integrity.	M			
B2.20	The Solution must have ability to copy selected data elements from the record to be deleted into a newly created record.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B2.21	The Solution must have ability for user to select patient record status indicator.	M			
B2.22	The Solution must have the ability to display patient status indicator.	M			
B2.23	The Solution must prevent user access and updates to records that have been placed in an inactive status.	M			
B2.24	The Solution must document active/inactive status of individuals at both the provider organization/site and geographic jurisdiction levels.	M			
B2.25	The Solution must have the ability to recall or re-open a closed record.	M			
B2.26	The Solution must have ability to perform a patient record query based on one or multiple user-defined parameters.	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B2.27	The Solution must support a rule-based patient record query algorithm.	M			
B2.28	The Solution must support a maximum query response time of 4 seconds.	M			
B2.29	The Solution must have ability to produce a patient record match using user-defined criteria.	M			
B2.30	The Solution must have ability to display and print patient record.	M			
B2.31	The Solution must have ability to securely export and email a patient record.	M			
B2.32	The Solution must support a patient record query algorithm to return "best matches."	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B2.33	The Solution must have the ability to specify required parameters for patient queries.	M			
B2.34	The Solution must allow user to re-query for a patient record by modifying existing most current query parameters.	M			
B2.35	The Solution must have ability to query with a search string and/or filter.	M			
B2.36	The Solution must have ability to set an adjustable limit to the number of possible patient query matches based on the immunization program policy.	M			
B2.37	The Solution must have ability to display the list of returned possible patient query matches as allowed by local policy.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B2.38	The Solution must allow user to select a patient record from the list of possible patient query matches.	M			
B2.39	The Solution must have ability to prevent a record from being saved unless specified data elements are completed and valid.	M			
B2.40	The Solution must have ability to associate a patient with a clinic/site.	M			
B2.41	The Solution must have ability to flag patient record for death and include a date of death.	M			
B2.42	The Solution must have the ability to inactivate/lock patient record.	M			
B2.43	The Solution must have ability to automatically inactivate patient records based on age.	M			
B2.44	The Solution must have ability to reactivate patient record.	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B2.45	The Solution must have ability to edit status of patient record.	M			
B2.46	The Solution must have ability to electronically document patient consent to vaccination.	M			
B2.47	The Solution must have ability to electronically document patient consent to participate in IIS.	M			
B2.48	The Solution must have ability to receive updated patient record in a designated format from the provider's EHR.	M			
B2.49	The Solution must support an online data request form.	M			
B2.50	The Solution must provide online instructions to "read only" user on how to create and submit a data request.	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B2.51	The Solution must have ability to generate record/file in format specified by user-defined parameters.	M			
B2.52	The Solution must have ability to receive an electronic data request.	M			
B2.53	The Solution must have ability to query and view the System's existing users/authorization Agreements.	M			
VACCINATION RECORD BUSINESS REQUIREMENTS					
B3.1	The Solution must allow the user to view a patient immunization record.	M			
B3.2	The Solution must have ability to print official immunization certificate or record.	M			
B3.3	The Solution must allow user to add/modify/delete vaccine and/or demographic information.	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B3.4	The Solution must have ability to display a patient record with vaccine forecast.	M			
B3.5	The Solution must allow the user to print a patient record with vaccine forecast and redact demographic data per program policy.	M			
B3.6	The Solution must allow authorized users to view patient vaccination history and forecast, including contraindications and history of disease (including consumer/patient access).	M			
B3.7	The Solution must have ability to send and receive patient query results in a designated format.	M			
B3.8	The Solution must have ability to export patient history and forecasts in multiple formats (e.g. PDF, spreadsheet).	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B3.9	The Solution must have ability to indicate vaccine refusal by patient.	M			
B3.10	The Solution must have ability to select patient vaccine refusal reason code.	M			
B3.11	The Solution must have ability to display patient exemptions, contraindications and reactions in accordance with Vaccine Recommendations and Guidelines of the ACIP.	M			
B3.12	The Solution must have ability to document adverse reactions in accordance with Vaccine Recommendations and Guidelines of the ACIP.	M			
B3.13	The Solution must have ability to interoperate with VAERS.	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B3.14	The Solution must have ability to display, print and export an updated immunization record and forecast.	M			
B3.15	The Solution must support a rules based vaccine clinical decision support algorithm.	M			
B3.16	The Solution must have ability to apply effective dates to vaccine rules.	M			
B3.17	The Solution must have ability to sort vaccine rules by category.	M			
B3.18	The Solution must have ability to maintain historical records of effective dates of previous forecast schedules.	M			
B3.19	The Solution must have ability to review/apply an immunization schedule that was appropriate at the time of administration.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B3.20	The Solution must allow IIS System staff to easily update the rules-based vaccine clinical support logic.	M			
B3.21	The Solution must have the ability to incorporate new vaccine codes into the IIS and the forecasting algorithm	M			
B3.22	The Solution must have ability to immediately update a vaccine forecast for a patient record when immunizations are added/modified/deleted.	M			
B3.23	The Solution must allow user to create and save forecasting test cases for reuse.	M			
B3.24	The Solution must have ability to document patient vaccine funding eligibility information.	M			
B3.25	The Solution must have ability to select vaccine funding eligibility for each vaccine dose.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B3.26	The Solution must have ability to identify new vaccine events.	M			
B3.27	The Solution must record and make available all submitted vaccination and/or demographic information in a timely manner.	M			
REMINDER/RECALL BUSINESS REQUIREMENTS					
B4.1	The Solution must allow user to select reminder/recall parameters.	M			
B4.2	The Solution must allow user to select one or more notification methods.	M			
B4.3	The Solution must have ability to produce a list of patients according to user-defined parameters.	M			
B4.4	The Solution must have ability to prompt for clinical user review of patient lists before sending notifications.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B4.5	The Solution must have ability to print a list of queried patients.	M			
B4.6	The Solution must have ability to log each time a user generates a list of patients.	M			
B4.7	The Solution must have the ability to display the date the Reminder Recall notice was sent to a patient.	M			
B4.8	The Solution must allow the end user to set and/or modify the reminder/recall count limit for a patient.	M			
B4.9	The Solution must allow user or System administrator to set upper limit for the number of times a reminder/recall will be generated and sent without a patient response.	M			
B4.10	Allow the user to establish a time interval between reminder recall notices (e.g., 90 days or 60 days).	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B4.11	The Solution must prevent sending notifications to patients who have met the "count" limit of reminder/recall.	M			
B4.12	The Solution must prevent all records given an inactive status from being included in the list of patients for reminder/recall.	M			
B4.13	The Solution must have ability to generate and send electronic notifications.	M			
B4.14	The Solution must allow user to generate customizable, query-driven mail labels, letters, or postcards based on user choice.	M			
B4.15	The Solution must have ability to track notification attempts and log back to a patient's record.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B4.16	The Solution must allow user to select reminder/recall notification opt-out on a patient record.	M			
B4.17	The Solution must have ability to update/save patient status.	M			
B4.18	The Solution must have ability to recognize and include some inactive records for future notifications (e.g., not deceased, opted-out of registry, but needs to be notified in pandemic scenario).	M			
DEDUPLICATION BUSINESS REQUIREMENTS					
B5.1	The Solution must have ability to automatically identify new patient records as possible duplicates.	M			
B5.2	The Solution must have ability to automatically identify existing patient records as duplicates.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B5.3	The Solution must allow users to manually flag duplicate records.	M			
B5.4	The Solution must support a rules-based algorithm to evaluate duplicate records.	M			
B5.5	The Solution must allow rules to be easily editable by IIS staff (add, remove, modify).	M			
B5.6	The Solution must flag when possible duplicate records needing manual review.	M			
B5.7	The Solution must have ability to combine two or more duplicate records according to business rules.	M			
B5.8	The Solution must allow user to manually flag records for manual review.	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B5.9	The Solution must have ability to alert user of records pending for manual review.	M			
B5.10	The Solution must allow user to view records simultaneously for decision to merge records.	M			
B5.11	The Solution must allow user to navigate the System while reviewing possible duplicates.	M			
B5.12	The Solution must allow user to select data elements to merge into a consolidated record.	M			
B5.13	The Solution must support an audit trail when records are merged.	M			
B5.14	The Solution must have ability to retain “pre-merged” records and reverse merge events.	M			
B5.15	The Solution must allow user to flag record as "not a duplicate".	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B5.16	The Solution must have ability to prevent matching for the same pair of records that have been flagged as "not a duplicate".	M			
B5.17	The Solution must allow user to manually flag a record as pending for manual review.	M			
B5.18	The Solution must have ability to alert user of records pending for manual review.	M			
B5.19	The Solution must have ability to automatically identify new vaccine events as duplicates or possible duplicates.	M			
B5.20	The Solution must have ability to automatically identify existing vaccine events as duplicates.	M			
B5.21	The Solution must allow users to manually flag duplicate events.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B5.22	The Solution must have ability to display to the end user the vaccine type, manufacturer, lot number, expiration date, NDC, administration date, administration site, eligibility, and who entered the dose for manual vaccine deduplication review.	M			
B5.23	The Solution must support a rules-based algorithm to evaluate duplicate events.	M			
B5.24	The Solution must support probabilistic algorithm to determine and flag when duplicate events need manual review.	M			
B5.25	The Solution must have ability to select the "best" vaccination event automatically that does not require manual review.	M			
B5.26	The Solution must allow user to delete a duplicate vaccine event.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B5.27	The Solution must have ability to display possible duplicate records.	M			
B5.28	The Solution must have ability to automatically identify new patient records as possible duplicates.	M			
B5.29	The Solution must have the ability to create a possible duplicate report.	M			
B5.30	The Solution must have ability to prevent duplicate records from being created.	M			
B5.31	The Solution must allow user to identify duplicate patient records.	M			
VACCINE ORDERING BUSINESS REQUIREMENTS					
B6.1	The Solution must support user ordering of vaccine.	M			
B6.2	The Solution must have ability for provider to access and place order through the IIS System.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B6.3	The Solution must allow providers to verify/update contact information during each order.	M			
B6.4	The Solution must have ability to display an order history of a provider.	M			
B6.5	The Solution must have ability to display all open orders (in transit or orders in process).	M			
B6.6	The Solution must have ability, at State level, to assign funding source/product intent at the vaccine order line level.	M			
B6.7	The Solution must have ability to display order status, approval status, and shipping status for both public and private doses.	M			
B6.8	The Solution must have ability to communicate order status or an audit log to the provider.	M			

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B6.9	The Solution must have ability to store shipper's tracking number and link to the shipper's website so that the end user may follow their vaccine shipment.	M			
B6.10	The Solution must have capabilities for user to edit shipping information in the IIS.	M			
B6.11	The Solution must have ability to sum quantities from multiple shipping notices.	M			
B6.12	The Solution must have the ability to automatically alert provider via email that vaccine has been shipped.	M			
B6.13	The Solution must have ability to display minimum order increments.	M			
B6.14	The Solution must have ability to calculate and display IIS recommended order quantities.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B6.15	The Solution must allow provider to enter a reason for vaccine orders outside the variance threshold.	M			
B6.16	The Solution must alert user during vaccine ordering if provider's current on-site inventory is above threshold for ordering.	M			
B6.17	The Solution must alert user for the need for manual order intervention.	M			
B6.18	The Solution must allow provider to attach files of various formats to the vaccine order.	M			
B6.19	The Solution must allow only specific users to order vaccines, delete and edit orders, and view order statuses for a clinic based on assigned user permissions.	M			
B6.20	The Solution must allow user to view order on the screen and print.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B6.21	The Solution must allow user to view and print the attachments.	M			
B6.22	The Solution must ability to block a provider order.	M			
B6.23	The Solution must support a rules-based decision algorithm to approve or reject order.	M			
B6.24	The Solution must have an override function allowing a provider to place additional orders within a current tier ordering timeframe during an emergency situation.	M			
B6.25	The Solution must have ability to reject order.	M			
B6.26	The Solution must allow user to select the reason code for rejection.	M			
B6.27	The Solution must support reason codes for order rejection.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B6.28	The Solution must allow user to edit, save, and resubmit order after rejection.	M			
B6.29	The Solution must allow immunization program to edit, save, and resubmit vaccine order after rejection.	M			
B6.30	The Solution must have ability to transmit order to the CDC.	M			
B6.31	The Solution must allow immunization program to view error message from CDC.	M			
B6.32	The Solution must have the ability to interoperate with VTrckS.	M			
B6.33	The Solution must have ability to display the shipping file.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B6.34	The Solution must support an interface allowing an immunization program to view order confirmations.	M			
B6.35	The Solution must have ability to send rejection notification back to IIS program.	M			
B6.36	The Solution must have ability to support user verification that order information, packing slip information, and package contents are equivalent.	M			
B6.37	The Solution must allow user to edit inventory data elements in the case of discrepancies in the shipping file.	M			
B6.38	The Solution must have ability to flag errors in a shipping file.	M			
B6.39	The Solution must have ability to notify distributor of an incorrect shipping file.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B6.40	The Solution must have ability to notify State that provider shipments have arrived and if there are any discrepancies per provider office.	M			
B6.41	The Solution must allow user to send acknowledgement of order receipt electronically or manually.	M			
B6.42	The Solution must allow the user to activate each product in the IIS after shipment is received.	M			
B6.43	The Solution must have ability to flag order by vaccine type as over-order quantity, under-order quantity, or damaged.	M			
B6.44	The Solution must have ability for State to inform distributor of over quantities received, under quantities received, or damaged order.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B6.45	The Solution must have ability to alert the Administrators of discrepancies in received orders.	M			
B6.46	The Solution must have ability to return order to the immunization program.	M			
VACCINE INVENTORY BUSINESS REQUIREMENTS					
B7.1	The Solution must have vaccine inventory capabilities that manage a universal State like New Hampshire	M			
B7.2	The Solution must have vaccine inventory capabilities that manage (adult) private and State inventories.	M			
B7.3	The Solution must have ability to print current inventory list at provider, State, and jurisdictional levels.	M			

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State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B7.4	The Solution must have ability to display current provider inventory.	M			
B7.5	The Solution must have opening dashboard which displays pertinent information regarding vaccine inventory and/or coverage.	M			
B7.6	The Solution must have ability to display inventory by vaccine type and funding source.	M			
B7.7	The Solution must have ability to query the inventory system/function by funding source and vaccine type.	M			
B7.8	The Solution must have ability to reflect inventory decrementing as vaccines are administered and reported (real-time).	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B7.9	The Solution must have ability to decrement vaccine inventory, regardless of patient's IIS active status, including but not limited to the vaccine type, dose level, by funding source, and by lot number.	M			
B7.10	The Solution must have the capability for a user to enter a refrigerator count and reconcile differences in inventory.	M			
B7.11	The Solution must have ability to capture and display provider refrigeration storage capacity/capability.	M			
B7.12	The Solution must have ability to produce an inventory reconciliation report.	M			
B7.13	The Solution must allow the user to attach usage reports to an inventory reconciliation report.	M			

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B7.14	The Solution must have ability to display alerts/notifications for vaccines nearing expiration.	M			
B7.15	The Solution must have ability to track, at State level, borrowed doses of vaccine with reclassified funding sources.	M			
B7.16	The Solution must allow user, at State level, to assign and modify quantity for expired/lost/wasted inventory using inventory adjustment codes.	M			
B7.17	The Solution must have the ability to track and notify Administrators of manual changes to inventory.	M			
B7.18	The Solution must have the ability to determine the total cost of wasted vaccine per inventory for NHIP.	M			

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B7.19	The Solution must have temperature log reporting capabilities with a warning mechanism when temperatures are out of range.	M			
B7.20	The Solution must have ability to automatically decrement vaccine doses as vaccinations are recorded, whether through the user interface or an EHR system.	M			
B7.21	The Solution must have the capability to auto decrement the inventory upon submission of administration data.	M			
INTERFACE BUSINESS REQUIREMENTS					
B8.1	The Solution must support secure file transfer transport methods including but not limited to federally mandated Encryption.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B8.2	The Solution must support web service transport methods including but not limited to federally mandated Encryption.	M			
B8.3	The Solution must support Direct transport methods including but not limited to federally mandated Encryption.	M			
B8.4	The Solution must have the ability to import from Electronic Health Record systems.	M			
B8.5	The Solution must provide functionality for batch HL7 messaging.	M			
B8.6	The Solution must provide functionality for real-time HL7 messaging.	M			

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B8.7	The Solution must have ability to store and display all IIS Core Data Elements as listed by Core Data Elements for Immunization Information Systems, listed as Appendix B in HL7 version 2.5.1: Implementation Guide for Immunization Messaging Release 1.5.	M			
B8.8	The Solution must have the ability to generate accurate error message in appropriate format in case of a record query failure in accordance with current HL7 Implementation Guide.	M			
B8.9	The Solution must have ability to automatically accept data and update a patient record in accordance with current HL7 Implementation Guide.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B8.10	The Solution must have ability to create and send error messages in designated formats in accordance with current HL7 Implementation Guide.	M			
B8.11	The Solution must have ability to log error or acknowledgement messages in accordance with current HL7 Implementation Guide.	M			
B8.12	The Solution must have ability to filter or sort error or acknowledgement messages in accordance with current HL7 Implementation Guide.	M			
B8.13	The Solution must have ability to view response files.	M			
B8.14	The Solution must have ability to log user views of received response files.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B8.15	The Solution must allow IIS Staff to view current and past error message(s) for a user in accordance with current HL7 Implementation Guide.	M			
B8.16	The Solution must allow user to manually modify a data error in the IIS and resubmit the record in accordance with current HL7 Implementation Guide.	M			
B8.17	The Solution must support an interface with SNS or other State inventory management system/function.	M			
B8.18	The Solution must have ability to interoperate with other inventory systems through a predefined API or Open Standards interface.	M			

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B8.19	The Solution must have ability to receive "real-time" records from Vital Records for birth, death, adoption, and name change events.	M			
B8.20	The Solution must have ability to accept files from Vital Records in multiple formats.	M			
B8.21	The Solution must have ability to detect if a newborn record is a new record or a match/update to an existing record or a duplicate.	M			
B8.22	The Solution must have ability to match an existing record with incoming vital record data.	M			
B8.23	The Solution must have ability to use new vital record data to update patient demographic data.	M			
B8.24	The Solution must have ability to capture date of death from vital records data.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B8.25	The Solution must provide functionality for batch HL7 messaging.	M			
B8.26	The Solution must provide functionality for real-time HL7 messaging.	M			
B8.27	The Solution must support Secure File Transport-based data exchange.	M			
B8.28	The Solution must support data exchange based on the Direct protocol (http://directproject.org/).	M			
B8.29	The Solution must support data exchange based on web services and Simple Object Access Protocol (SOAP).	M			
B8.30	The Solution must provide the ability to import from and export to EMR/EHR systems.	M			

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B8.31	The Solution must provide functionality to extract and send an immunization forecast to an external application.	M			
B8.32	The Solution must allow barcode scanning and recognition utilizing modern 1-D and 2-D barcode standards.	M			
B8.33	The Solution must provide Optical Character Recognition from scanned forms.	O			
B8.34	Solution must have the ability to import and export configurable flat files.	M			
B8.35	Solution must validate if a User wants to terminate the session prior to terminating the session due to time out or user decision.	M			
Vendor to provide interoperability specifics and record layout for the following:					

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B8.36	Vaccine Tracking System (VTrckS) in accordance with EXiS specifications	M			
B8.37	NH Medicaid Management Information System (MMIS)	M			
B8.38	New Hampshire Vital Records System	M			
B8.39	New Hampshire Enterprise Data Warehouse	M			
B8.40	Electronic Health Records Systems	M			
B8.41	National Provider Identifier (NPI)	M			
B8.42	New Hampshire Electronic Disease Surveillance System (ND EDSS)	M			
B8.43	Various State IISs	M			
B8.44	New Hampshire Health Information Organization (NH HIO)	M			

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B8.45	Vaccine Adverse Event Reporting System (VAERS)	M			
REPORTS BUSINESS REQUIREMENTS					
B9.1	The Solution must have ability to store report templates using past user-defined parameters or IIS-defined parameters.	M			
B9.2	The Solution must allow user to select from a list of predefined reports.	M			
B9.3	The Solution must allow user to choose parameters for reports.	M			
B9.4	The Solution must have ability to generate an ad hoc report based upon selected parameters.	M			
B9.5	The Solution must have ability to display and/or aggregate data based on user role.	M			

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B9.6	The Solution must have ability to perform a statistical analysis on existing data.	M			
B9.7	The Solution must have the ability to generate VFC accountability reports for managing VFC inventories and orders.	M			
B9.8	The Solution must have the ability to generate a doses administered report that tracks at the dose number level in the vaccine series.	M			
B9.9	The Solution must have the capability to determine active and inactive statuses on patients for reporting accuracy.	M			
B9.10	The Solution must have the capability to generate a report describing the number of patients declining or refusing vaccinations.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B9.11	The Solution must provide users the ability to generate coverage reports on their patient population by age, vaccine series and vaccine type.	M			
B9.12	The Solution must provide users the ability to generate coverage reports that display the number missed opportunities, the number late but up-to-date, and the number of invalid doses.	M			
B9.13	The Solution must allow user to select data parameters for report generation.	M			
B9.14	The Solution must allow user to select report output parameters.	M			
B9.15	The Solution must allow user to choose a time that report will be generated.	M			

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BUSINESS REQUIREMENTS					
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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B9.16	The Solution must have ability for System to determine if the report can be immediately generated or if it must be delayed based on size.	M			
B9.17	The Solution must have ability to prompt user to confirm the generation of a report at a later time if required.	M			
B9.18	The Solution must have ability to save, display, or print report.	M			
B9.19	The Solution must have ability to produce reports in multiple formats.	M			
B9.20	The Solution must allow System Administrator to hide System standard reports to business users.	M			
B9.21	The Solution must allow System Administrator to modify System standard reports.	M			

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BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B9.22	The Solution must allow user to delete a user-defined report.	M			
B9.23	The Solution must allow user to delete and/or modify data elements within a user-defined report.	M			
B9.24	The Solution must have ability to generate user-defined or customizable reports based on configurable parameters.	M			
B9.25	The Solution must allow user to return to and modify report criteria.	M			
B9.26	The Solution must have ability to verify that the report is in the correct format.	M			
B9.27	The Solution must have ability to send report by email.	M			
B9.28	The Solution must have ability to export data in selected file formats, including PDF and CSV.	M			

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BUSINESS REQUIREMENTS					
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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B9.29	The Solution must have ability to export data that is interoperable with statistical analysis Software.	M			
B9.30	The Solution must have the ability to create error file reports.	M			
B9.31	The Solution must exclude all records with an inactive status from coverage reports.	M			
B9.32	The Solution must have the ability to generate CoCASA reports.	M			
B9.33	The Solution must have the ability to export files that can be imported into CoCASA.	M			
B9.34	The Solution must have the ability to generate patient lists, including randomized patient lists, for AFIX methodologies.	M			

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BUSINESS REQUIREMENTS					
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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
B9.35	The Solution must have the ability to capture information about AFIX feedback results, site visit summaries, etc.	M			
B9.36	The Solution must have the ability to generate a listing of AFIX feedbacks by jurisdiction (including: Pin, Clinic Name, Assess Date, Staff)	M			
B9.37	The Solution must have the ability generate AFIX reports based on jurisdictions.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	The Solution must have ability to access data using open standards access protocol (please specify supported versions in the comments field).	M			
A1.2	The Solution must have data 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.	M			
A1.3	Solution must include web-based graphical user interface (GUI) technologies.	M			
A1.4	The Solution's Web-based interface must be compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A1.5	Solution must provide a user interface to allow for centralized rapid data entry of manually keyed information and scanned barcodes by multiple concurrent State users.	M			
A1.6	Vendor must maintain the data entry user interface with goal to maintain ease of use and intuitiveness of the interface as well as to reduce the number of screens and interactions necessary to complete tasks.	M			
A1.7	Solution must run on all currently manufacturer-supported versions of Windows and OSX operating systems via web interface.	M			
A1.8	Vendor must maintain Solution's Web-based interface to keep it compatible with current versions of most commonly used browser Software, such as Internet Explorer, Microsoft Edge, Safari, Google Chrome, and Mozilla Firefox.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A1.9	The Solution's Web-based interface must support Android, iOS and Windows-based wireless handheld devices for field or clinic input.	O			
APPLICATION SECURITY					
A2.1	The Solution must support Single Sign-On user Access Control.	M			
A2.2	The Solution must verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M			
A2.3	The Solution must 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. .	M			

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APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.4	The Solution must enforce unique user names.	M			
A2.5	The Solution must enforce complex passwords for Administrator Accounts in accordance with DoIT's Statewide User Account and Password Policy	M			
A2.6	The Solution must enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's Statewide User Account and Password Policy.	M			
A2.7	The Solution must encrypt passwords in transmission and at rest within the database.	M			
A2.8	The Solution must establish ability to expire passwords after a definite period of time in accordance with DoIT's Statewide User Account and Password Policy.	M			

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A2.9	The Solution must provide the ability to limit the number of people that can grant or change authorizations.	M			
A2.10	The Solution must establish ability to enforce session timeouts during periods of inactivity.	M			
A2.11	The Solution must not store authentication credentials or sensitive data in its code.	M			
A2.12	The Solution must log all attempted accesses that fail identification, authentication and authorization requirements.	M			
A2.13	The Solution must log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M			
A2.14	All logs for the Solution must be kept for 12 months.	M			

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A2.15	All history tables for the Solution must be kept indefinitely	M			
A2.16	The Solution must monitor for out of ordinary activity.	P			
A2.17	The Solution must allow a human user to explicitly terminate a session. No remnants (e.g. cookies, cache, etc.) of the prior session should then remain.	M			
A2.18	The Solution must validate if a User wants to terminate the session prior to terminating the session due to time out or user decision.	M			

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APPLICATION REQUIREMENTS					
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A2.19	Vendor must provide a Security Strategy describing Vendor's approach to managing information security risks for the Solution. This security strategy will ensure that Solution and Data are secured according to HIPAA Security Rule, Federal Information Processing, Industry, and New Hampshire standards. Strategy must address Vendor's approach to accountability, risk management, legal and best practice compliance, and technical security. State review and approval is required for all enhancements and changes.	M			
A2.20	Vendor must develop a Security Plan encompassing the topics of workforce, incident reporting, and technical security of information assets throughout lifecycle (creation to destruction). State review and approval is required for all enhancements and changes.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.21	Vendor must provide a detailed Physical Security Design for Contractor controlled hosting facility. Physical Security Design must address narrative description of environmental security including perimeter security and entry controls, alarms, and monitoring. State review and approval is required for all enhancements or changes.	M			
A2.22	Vendor must develop a detailed Logical Security Design for IIS computer and network systems. Logical Security Design must address narrative description of logical security controls including application security, intrusion management, host hardening, anti-virus, remote access, Encryption, monitoring, and reporting. State review and approval is required	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.23	Vendor must implement and document all procedures and features described in the Physical and Logical Security Plans security configurations.	M			
A2.24	All Software and Hardware must be free of malicious code.	M			
A2.25	Solution must not validate nor require an email for user accounts.	M			
A2.26	Vendor must not use Software and System Services for anything other than they are designed for.	M			
A2.27	The Solution Data must be protected from unauthorized use when at rest	M			
A2.28	The Solution must keep any sensitive Data or communications private from unauthorized individuals and programs.	M			

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APPLICATION REQUIREMENTS					
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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.29	Subsequent enhancements or upgrades to the Solution must not remove or degrade security requirements.	M			
A2.30	Vendor must utilize change management documentation and procedures	M			

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TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Solution must be reviewed and tested to ensure they protect the State's web site and its related Data.	M			
T1.2	The Vendor must be responsible for providing documentation of security testing, as appropriate. Tests must focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M			

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TESTING					
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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M			
T1.4	Test for Access Control; supports the management of permissions for logging into Solution.	M			
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M			
T1.6	Test the Intrusion Detection; supports the detection of intrusion into Solution.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
T1.7	Test the Verification feature; supports the confirmation of authority to enter a Solution.	M			
T1.8	Test the User Management feature; supports the administration of Solution.	M			
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of Solution.	M			
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within Solution.	M			
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M			

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T.1.1.2	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application must be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M			
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
T1.14	Prior to the System being moved into production, the Vendor must provide results of all security testing to the Department of Information Technology for review and acceptance.	M			
T1.15	Vendor must provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M			
STANDARD TESTING					
T2.1	The Vendor must test the Software and the system using an industry standard and State approved testing methodology as more fully described in Section G-2 of RFP.	M			
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Section G-2 of RFP.	M			

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TESTING					
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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M			
T2.4	The Vendor must define and test disaster recovery procedures.	M			
T2.5	The Vendor must provide the State Project Staff with, or assist in development of, appropriate test scripts for the Solution.	M			

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HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Vendor must 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%	M			
H1.2	Vendor must maintain a secure hosting environment providing all necessary Hardware, Software, and Internet bandwidth to manage the application and support multiple concurrent users with permission based logins.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H1.3	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 must only be granted to those with a need to perform tasks in the Data Center.	M			
H1.4	Vendor must install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M			
H1.5	Vendor must monitor System, security, and application logs.	M			
H1.6	Vendor must manage the sharing of data resources.	M			
H1.7	Vendor must manage daily backups, off-site data storage, and restore operations.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H1.8	The Vendor must monitor physical and virtual Hardware.	M			
H1.9	The Vendor must ensure all Documentation, application configuration, and development resources associated with the Solution are stored in the State's Configuration Management Database.	M			
H1.10	The Vendor must report any breach in security in conformance with State of NH RSA 359-C:20 and HIPAA 45 CFR §§ 164.400-414. Any person engaged in trade or commerce that is subject to RSA 358-A:3-I must also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons must notify the New Hampshire attorney general's office.	M			

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H1.11	The Vendor must immediately report any significant performance issues or Breach of Security to the State of New Hampshire Immunization Program Director via telephone or Email.	M			
H1.12	The Vendor must operate hosting Services on a network offering adequate performance to meet the current and any future business requirements for the State application.	M			
H1.13	Vendor's hosted Solution must provide ability to retain online, real-time lifetime data access all demographic records without negative impact to performance.	M			
H1.14	Vendor's hosted Solution must provide ability for all users to access the system without negative impact to performance.	M			

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H1.15	Vendor's hosted Solution must provide ability to support any needed amount of immunization records without negative impact to performance.	M			
H1.16	Vendor must manage the databases and Services on all servers hosting the Solution.	M			
DISASTER RECOVERY					
H2.1	Vendor must provide documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems must be architected to meet the defined recovery needs.	M			
H2.3	Vendor must provide and adhere to a defined and documented back-up schedule and procedure.	M			

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H2.4	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.	M			
H2.5	Scheduled backups of entire Solution must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M			
H2.6	Back-up media must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M			

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H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor must employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M			
HOSTING SECURITY					
H3.1	The Vendor must employ security measures that ensure that the State's application and data is protected.	M			
H3.2	All Data exchanges must be encrypted.	M			

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H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-malware and anti-hacker utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.	M			
H3.4	All components of the infrastructure must be reviewed and tested to ensure they protect the State's Hardware, Software, and data. Tests must focus on the technical, administrative and physical security controls.	M			
H3.5	The Vendor must ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M			

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H3.6	The Vendor must authorize the State to perform scheduled and random audits, including security and vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M			
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs must include System, Application, Web and Database logs.	M			
H3.8	Operating Systems (OS) and Databases (DB) must be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M			

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H3.9	The Vendor must notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M			
H3.10	The Vendor must be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M			
SERVICE LEVEL AGREEMENT					
H4.1	The Vendor's System support and maintenance must commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M			

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H4.2	The Vendor must maintain the Hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes.	M			
H4.3	The Vendor must repair or replace the Hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M			
H4.4	All Hardware and Software components of the Vendor hosting infrastructure must be fully supported by their respective manufacturers at all times. All approved critical patches for operating systems, databases, web services, etc., must be applied within sixty (60) days of release by their respective manufacturers.	M			

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H4.5	The State must have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 7:30am to 5:00pm Monday through Friday EST for non-critical deficiencies;	M			
H4.6	The State must have unlimited 24/7/365 access, via phone or Email, to the Vendor technical support staff when concerning critical deficiencies and system uptime.	M			

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H4.7	<p>The Vendor response time for support must conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none">• 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.• 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.• 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	M			
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	minor reworking and do not require re-performance of the Service.				

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H4.8	<p>As part of the maintenance agreement, ongoing support issues must be responded to according to the following:</p> <p>a. Class A Deficiencies - The Vendor must have available to the State on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours a day, seven (7) days of the week with an email / telephone response within one (1) hour of request; or the Vendor must provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>b. Class B & C Deficiencies –The State must notify the Vendor of such Deficiencies during regular business hours and the Vendor must respond back within four (4) hours of notification of planned corrective action; The Vendor must repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;</p>	M			
H4.9	<p>The hosting server for the State must be available as defined by uptime requirements, except for during scheduled maintenance.</p>	M			

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HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H4.10	A regularly scheduled maintenance window must be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades must be applied.	M			
H4.11	If The Vendor is unable to meet the uptime requirement, The Vendor must credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M			
H4.12	The Vendor must provide documentation and utilize a change management policy for notification and tracking of change requests as well as outages.	M			

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HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H4.13	An outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M			
H4.13	The Vendor must maintain a record of the activities related to Hardware and Software activities performed that affect the Solution and must report Monthly on the following: Server up-time; All change requests implemented, including operating system patches; All outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M			
H4.14	The Vendor will give two-business days prior notification to the State Project Staff of all critical changes/updates and provide the State with training due to the upgrades and changes.	M			

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HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H4.15	The Vendor will give a 30 days prior notification to the State Project Staff of all non-critical changes/updates and provide the State with training due to the upgrades and changes.	M			

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SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance must commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M			
S1.2	Vendor must maintain the Hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M			
S1.3	Vendor must repair Software, or any portion thereof, so that the Solution operates in accordance with the Specifications, terms, and requirements of the Contract.	M			

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SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.4	The State must have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 7:30am to 5:00pm Monday through Friday EST for non-critical deficiencies;	M			
S1.5	The State must have unlimited 24/7/365 access, via phone or Email, to the Vendor technical support staff when concerning critical deficiencies and outages.	M			

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S1.6	<p>The Vendor response time for support must conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none">• 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.• 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.• 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	M			
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SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	minor reworking and do not require re-performance of the Service.				
S1.7	The Vendor must make available to the State for review and use the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M			

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SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.8	For all maintenance Services calls, The Vendor must 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) Approved by State status; 10) Approved by; and 11) Completion Due Date.	P			

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SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.9	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.	P			

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S1.10	<p>As part of the maintenance agreement, ongoing support issues must be responded to according to the following:</p> <p>a. Class A Deficiencies - The Vendor must have available to the State on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours a day, seven (7) days of the week with an email / telephone response within one (1) hour of request; or the Vendor must provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>b. Class B & C Deficiencies –The State must notify the Vendor of such Deficiencies during regular business hours and the Vendor must respond back within four (4) hours of notification of planned corrective action; The Vendor must repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</p>	M			
S1.11	<p>The hosting server for the State must be available as defined by uptime requirements, except for during scheduled maintenance.</p>	M			

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SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.12	An outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M			
S1.13	The Vendor must maintain a record of the activities related to Hardware and Software activities performed that affect the Solution and must report Monthly on the following: Server up-time; All change requests implemented, including operating system patches; All outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M			
S1.14	In the development or maintenance of any code, the Vendor must ensure that the Software is independently verified and validated using a methodology determined appropriate by the State.	M			

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SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.15	The Vendor must partner with the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M			
S1.16	A regularly scheduled maintenance window must be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades must be applied.	M			
S1.17	The Vendor must give two-business days prior notification to the State Project Staff of all critical changes/updates and provide the State with training due to the upgrades and changes.	M			
S1.18	The Vendor must give a 30 days prior notification to the State Project Staff of all non-critical changes/updates and provide the State with training due to the upgrades and changes.	M			

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SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.19	All Hardware and Software components of the Vendor hosting infrastructure must be fully supported by their respective manufacturers at all times. All approved critical patches for operating systems, databases, web services, etc., must be applied within sixty (60) days of release by their respective manufacturers.	M			
S1.20	The Vendor must provide a method of uploading and downloading files to the State's FTP site, as applicable.	M			

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PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor must participate in an initial kick-off meeting to initiate the Project.	M			
P1.2	Vendor must provide Project Staff as specified in the RFP.	M			
P1.3	Vendor must submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan must include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan must be updated no less than every two weeks.	M			
P1.4	Vendor must provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M			

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P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation and must be provided to the State in Word or PDF format.	M			
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3. C-3 Deliverables

Vendors shall complete the response checklist Table C-3: *Deliverables Vendor Response Checklist*.

Table C-3: Deliverables Vendor Response Checklist

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	ACTIVITY, DELIVERABLE, or MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
<i>Planning and Project Management</i>			
1	Conduct Project Kickoff Meeting	Non-Software	
2	Project Status Reports	Written	
3	Work Plan	Written	
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	
5	Security Plan	Written	
6	Communications and Change Management Plan	Written	
7	Requirements Traceability Matrix	Written	
8	Software Configuration Plan	Written	
9	Systems Interface Plan and Design/Capability	Written	
10	Testing Plan	Written	
11	Data Conversion Plan and Design	Written	
12	Deployment Plan	Written	
13	Comprehensive Training Plan and Curriculum	Written	
14	End User Support Plan	Written	
15	Business Continuity Plan	Written	
16	Documentation of Operational Procedures	Written	
<i>Installation</i>			
17	Provide Software Licenses if needed	Written	
18	Provide Fully Tested Data Conversion Software	Software	

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	ACTIVITY, DELIVERABLE, or MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	
Testing			
20	Conduct Integration Testing	Non-Software	
21	Conduct User Acceptance Testing	Non-Software	
22	Perform Production Tests	Non-Software	
23	Test In-Bound and Out-Bound Interfaces	Software	
24	Conduct System Performance (Load/Stress) Testing	Non-Software	
25	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	
System Deployment			
26	Converted Data Loaded into Production Environment	Software	
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	
28	Conduct Training	Non-Software	
29	Cutover to New Software	Non-Software	
30	Provide Documentation	Written	
31	Execute Security Plan	Non-Software	
Operations			
32	Ongoing Hosting Support	Non-Software	
33	Ongoing Support & Maintenance	Software	
34	Conduct Project Exit Meeting	Non-Software	

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APPENDIX D. Topics for mandatory narrative responses

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for VaxNH. 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.

This section provides a series of topics related to the proposed Software Solution described in the RFP. Table D-1 lists the topics and the page limit.

Table D-1: Narrative Topics and Page Limits

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Appendix D – Topics for Mandatory Narrative Responses

Topic	Page Limit
<i>D-1: Proposed Software Solution</i>	
Topic 1 – Description of Solution	10
Topic 2 – Software Architecture	7
Topic 3 – Software Releases	5
Topic 4 – User Friendliness and Usability	10
Topic 5 – IT Standards	2
Topic 6 – Data Import/Export Standards	3
Topic 7 – Ad Hoc/Federal Reporting	5
<i>D-2: Vendor’s Technical, Service, and Project Management Experience</i>	
<i>D-2.1 Security and Protection of Data</i>	
Topic 8 – System Security	10
Topic 9 – Backup and Recovery	2
Topic 10 – Assurance of Business Continuity	3
Topic 11 – Historical Data	3
Topic 12 – Security Testing	5
Topic 13 – Interface Standards	2
Topic 14 – Archiving	2
Topic 15 – Technical Knowledge Transfer	5
Topic 16 – Interfaces	3
Topic 17 – Help Desk Support	3
<i>D-2.2 State Personnel and Training</i>	

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Topic	Page Limit
Topic 18 – User Training Approach	3
Topic 19 – Preparation of State Staff	3
<i>D-2.3 Project Execution</i>	
Topic 20 – Implementation Approach	10
Topic 21 – Testing	6
Topic 22 – Testing Prior to UAT	5
Topic 22 – Migration Strategy	3
Topic 23 – Environment Setup	2
<i>D-2.4 Project Management Competence</i>	
Topic 24 – System Acceptance Criteria	6
Topic 25 – Status Meetings and Reports	3
Topic 26 – Risk and Issue Management	3
Topic 27 – Scope Control	2
Topic 28 – Quality Assurance Approach	6
Topic 29 – Work Plan	No Limit
<i>D-2.5 Ongoing Operations</i>	
Topic 30 – Hosted System	5
Topic 31– Support and Maintenance	2

1. D-1. Proposed software solution

1.1.Topic 1 – Description of Solution

Response Page Limit: 10

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

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- 1.1.1. Provide a detailed description of your proposed Software Solution, including features and functionality.
- 1.1.2. Is your product used for a similar functionality at another State agency? If so, provide a description of the system and environment.
- 1.1.3. In what ways does your proposed Solution adhere to the business and technical requirements?
- 1.1.4. Is your product dependent on an existing solution not included in this proposal?
- 1.1.5. In what ways does your proposed solution provide enhanced ease of use for both the provider office uses and the administrative users?
- 1.1.6. Provide an appendix with sales literature describing the functionality of the proposed Software.
- 1.1.7. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.

1.2. Topic 2 – Software Architecture

Response Page Limit: 7

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

The State prefers a Web-based System, with a browser as the principal user interface mechanism. Although the State is open to alternatives that are proven to provide better value, the State prefers to operate its System database tier on Microsoft SQL or Oracle.

Provide a description of the technical architecture of the proposed Solution. Include responses to the following questions:

- 1.2.1. What are the benefits of the Vendor's proposed platform?
- 1.2.2. What add-on or third-party Software is required to support the functionality desired by the State?
- 1.2.3. What components of the Software, such as middleware, are proprietary?
- 1.2.4. Is the vendor's solution dependent on open source software?
- 1.2.5. When was the core Software written?

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- 1.2.6. Is the proposed Software based upon an n-tiered, browser-based architecture?
- 1.2.7. Does any part of the proposed Solution require Software (other than a browser) to be installed on the client workstation? If yes, describe Software that must be installed and the access authorization level required to install it.
- 1.2.8. Is the operating System and the Microsoft SQL or Oracle a supported configuration of the proposed System?
- 1.2.9. Are there any components of the System that must reside on another platform?
- 1.2.10. What application servers are used to support the proposed Solution?
- 1.2.11. What add-on or third-party Software is required to support the functionality desired by the State?
- 1.2.12. What programming languages are used for development, configuration, and customization of the proposed Solution?
- 1.2.13. What components of the software, such as middleware, are proprietary?
- 1.2.14. What is the growth potential of the proposed System?
- 1.2.15. What is the timeframe for technical obsolescence of the proposed Software? (For the purpose of this question, the version of the proposed Software would be considered obsolete when support is no longer available.)
- 1.2.16. What type of staffing is typically required to support the proposed product for a client of the size and complexity of the State of New Hampshire? (Discuss both number of staff and skills required.)

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1.3.Topic 3 – Software Releases

Response Page Limit: 5

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:

- 1.3.1. What types (maintenance, enhancement, other) of releases are planned?
- 1.3.2. What is the historical (past 3 years) and expected frequency of each type of new release?
- 1.3.3. What is the version of the current release?
- 1.3.4. How is the content of future releases determined?
- 1.3.5. How is the content of a release communicated to the client?
- 1.3.6. Do government clients have input through a users' group or some other mechanism?
- 1.3.7. Provide an average timeframe for reported Defects to be identified, corrected and incorporated in to the next release.
- 1.3.8. Are enhancements made for specific clients included in future releases?
- 1.3.9. What specific enhancements are planned for release within the next 24 months?
- 1.3.10. Can components of a release be applied individually or by module without adversely affecting the overall functionality of the System?
- 1.3.11. How long is a release supported?
- 1.3.12. How are Defects prioritized?
- 1.3.13. What resources, planning, and technical skills are required to install a release of each type?
- 1.3.14. Do configuration settings carry forward from one release to the next or must they be reinstalled?
- 1.3.15. Do patches carry forward from one release to the next, or must they be reinstalled?

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- 1.3.16. What conditions may apply such that a release does not happen when scheduled? How often in the past three (3) years has this happened?
- 1.3.17. What is the estimated effort by the State for testing each release?

1.4. Topic 4 – User Friendliness and Usability

Response Page Limit: 10

The State values Software that is compatible with its intended user's ability to use it easily and successfully.

- 1.4.1. To what extent is the Software intuitive based on the likelihood that the user has experienced other applications with similar graphic user interfaces?
- 1.4.2. How efficient is the Software in terms of the number of operations required to perform basic tasks.
- 1.4.3. How does the Vendor's proposed training process support the application?
- 1.4.4. How much time is required to make new users fully functional and able to input into the system?
- 1.4.5. Explain any function driven capabilities that exist in the proposed application.

1.5. Topic 5 – IT Standards

Response Page Limit: 2

The State will evaluate the degree to which IT standards used in the Vendor-provided product are compliant with other State Systems or utilize existing State standards.

The proposed Solution must comply with Open Standards and Open Data Formats as mandated by [RSA Chapter 21-R: Open Standards](#) (HB418 2012).

Describe the degree to which the Vendor's solution complies with information technology standards mentioned on the State of NH web site: <http://www.nh.gov/doit/vendor>.

- 1.5.1. Is the proposed application considered Open Source Software?

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- 1.5.2. Does it comply with Open Standards, including but not limited to Open Data Formats?
- 1.5.3. Describe the degree to which the proposed Solution meets the requirements of [RSA Chapter 21-R:10, 21-R:11, 21-R:13](#) – *Open Standards*.
- 1.5.4. Identify what industry standards are incorporated in to the Solution.
- 1.5.5. Identify whether standards employed are national in origin or are unique to the proposed Software.

1.6. Topic 6 – Data Import/Export Standards

Response Page Limit: 3

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

The State anticipates that Department of Health and Human Services will need to interface the Solution. Describe the mechanisms and tools included in the proposed System to implement these interfaces. Be sure to address the following aspects of this topic:

- 1.6.1. What types of interfaces are possible with the proposed System (e.g., online, batch, etc.)?
- 1.6.2. Does the Solution have the ability to send and receive fixed length, fixed position ASCII files?
- 1.6.3. What Data is available to other systems? What Data may be imported/updated from other systems?
- 1.6.4. What data (if any) isn't available for import/export?
- 1.6.5. What tools are provided with the System for the development of interfaces?
- 1.6.6. What scheduling tools are required for initiation of interfaces? Are these tools included with the proposed Software?
- 1.6.7. Are there any constraints upon the timing of batch interfaces?
- 1.6.8. Does the System employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.
- 1.6.9. What standard interface formats are used with the proposed Software? What degree of flexibility is available?

1.7. Topic 7 – Ad Hoc/Federal Reporting

Response Page Limit: 5

The State will evaluate reporting capabilities for robustness, ease of use, and impact on transaction processing. The State will also evaluate the degree to which standard federal reports are incorporated into the Software.

In this Software Solution, the State seeks capability to produce ad hoc reports from the production System. Provide an overview of the ad hoc reporting capability to be provided in the proposed Solution. If a third-party tool is employed, identify and describe the tool. Discuss capability, sophistication, and ease of use, including training required.

Discuss how support is provided for ad-hoc reporting without disruption to processing of transactions. Describe how the following needs are addressed:

- 1.7.1. Ad-hoc reporting;
- 1.7.2. Online analytical processing (OLAP);
- 1.7.3. Creation of Data extracts, and
- 1.7.4. Historical reporting.

2. D-2. Vendor's technical, service, and project management experience

2.1.D-2.1. Security and protection of data

2.1.1. Topic 8 – System Security

Response Page limit: 10

The State will evaluate the degree to which System issues can be avoided.

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Software Systems must be reliable, regardless of how they are delivered. The State's workers and citizens expect government Services and information to be reliable and available on an ongoing basis to ensure business continuity.

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

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

Describe the System security design and architectural features incorporated into the proposed Software. At a minimum, discuss the following:

- 2.1.1.1. The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
- 2.1.1.2. The authorization methods used to ensure that users and client applications can only access Data and services for which they have been properly authorized.
- 2.1.1.3. The immunity methods used to ensure that unauthorized malicious programs do not infect the application.
- 2.1.1.4. The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification, or deletion.
- 2.1.1.5. The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.

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- 2.1.1.6. The Intrusion Detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
- 2.1.1.7. The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
- 2.1.1.8. The System maintenance methods used to ensure that System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
- 2.1.1.9. The testing methods conducted to load and stress test your Software to determine its ability to withstand Denial of Service (DoS) attacks.
- 2.1.1.10. The Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
- 2.1.1.11. The ability of the Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, operating System services, etc.) thereby reducing the Software’s security vulnerabilities and attack surfaces available to System hackers and attackers.
- 2.1.1.12. The notification and escalation process in the event of an intrusion.
- 2.1.1.13. Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:
 - 2.1.1.13.1. What process or methodology is employed within the proposed Software to ensure Data integrity?
 - 2.1.1.13.2. To what degree does the Vendor’s approach rely on System assurance capabilities of the relational database management system (RDMS)?

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2.1.1.13.3. If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?

2.1.1.13.4. What out-of-the-box system assurance reports are provided for online and offline processing?

2.1.2. Topic 9 – Backup and Recovery

Response Page Limit: 2

The State will evaluate the degree to which proposed backup and recovery processes protect mission-critical Data, ease of use of these processes, and impact of these processes on operation of the System.

The State seeks a sound backup and recovery provision as part of the Solution. Describe the tools used for backup and recovery of applications and Data.

Describe the impact of the proposed backup process on the operation of the System. Also, address the following:

2.1.2.1. Use of and method for logging and journaling;

2.1.2.2. Single points of failure and recommended approaches for their elimination;

2.1.2.3. Approach to redundancy;

2.1.2.4. Please enumerate your high-level methodology for creation of a Disaster Recovery Plan; and

2.1.2.5. Impact of Software license fees.

2.1.2.6. The State believes that additional Software license fees solely related to redundancy for backup and recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

2.1.3. Topic 10 – Assurance of Business Continuity

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Response Page Limit: 3

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

The State intends to consider provision for assurance of business continuity as a component of the Solution. Please provide a plan for business continuity if a disaster occurs at the data center that is hosting the proposed Solution.

Vendors are asked to provide an option for the State to continue operation at a different site in the event that the Data Center is unavailable. Discuss necessary planning for the proposed remote site and transition to the site if the Data Center is incapacitated.

The State believes that additional Software License fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

Please enumerate the Vendor's high-level methodology for creation of a Business Continuity Plan.

2.1.4. Topic 11 – Historical Data

Response Page Limit: 3

The State will evaluate the degree to which the proposed Solution provides for the ability to view historical transactions.

Describe in detail the manner in which users and system administrators can view transactional Data.

Please describe the Vendor's experience with organizations similar to the NHIP and discuss what historical data they have and have not converted/migrated into the new system.

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How many years of historical data are typically converted in a project similar to this one? Describe how the Vendor will help NHIP determine the right number of years to convert.

2.1.5. Topic 12 – Security Testing

Response Page Limit: 5

The State will evaluate the Vendor's approach to security testing.

Describe the testing tools and methodologies used for testing the security of the Software application and hosting environment.

2.1.5.1. How can you ensure the security and confidentiality of the State Data collected on the system?

2.1.5.2. What security validation Documentation will be shared with the State?

2.1.5.3. Do you use internal or external resources to conduct security testing?

2.1.6. Topic 13 – Interface Standards

Response Page Limit: 2

The State will evaluate the ease of interfacing custom Software from State agencies and business partners with the proposed Vendor Solution product.

The State anticipates that some agencies and business partners will need to interface custom Software to the State's new System. Describe the mechanisms and tools included in the proposed System to implement these interfaces. Be sure to address the following aspects of this topic:

2.1.6.1. What types of interfaces are possible with the proposed System (e.g., online, batch, etc.)?

2.1.6.2. What Data is available to other systems? What Data may be imported/updated from other systems?

2.1.6.3. What tools are provided with the System for the development of interfaces?

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- 2.1.6.4. What programming languages and/or query languages are required for development of interfaces?
- 2.1.6.5. What scheduling tools are required for initiation of interfaces? Are these tools included with the proposed Software?
- 2.1.6.6. Are there any constraints upon the timing of batch interfaces?
- 2.1.6.7. Does the System employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.
- 2.1.6.8. What standard interface formats are used with the proposed Software? What degree of flexibility is available?

2.1.7. Topic 14 – Archiving

Response Page Limit: 2

The State will evaluate the degree to which the proposed archiving and retrieval scheme balances response time, or offline and online processing with the value of accessing historical Data.

The Vendor will be expected to provide and implement an archiving and retrieval scheme that balances response time of offline and online processing with the value of accessing historical Data. Describe the scheme (online and off-line) that will be implemented and discuss why the balance is optimal. Also, describe the proposed approach for the permanent retention of Data selected by the State in an off-line format. Provide a methodology and appropriate tools for the retrieval of the off-line formatted Data.

2.1.8. Topic 15 – Technical Knowledge Transfer

Response Page Limit: 5

The State will evaluate whether the technical knowledge transfer in described the Proposal will prepare State staff to accept full responsibility for maintaining the Vendor proposed System at the conclusion of Implementation.

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The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address training curriculum, training priorities and prerequisites, specific commercial and custom courses, and one-on-one learning opportunities for State staff.

Identify whether recommended training will be provided on site. Use specific examples from past system implementations to explain how its approach to technical training and knowledge transfer would allow the State to operate independently when the Implementation ends.

2.1.9. Topic 16 – Interfaces

Response Page Limit: 3

The State will evaluate the quality, ease of programming, and the nature of the proposed assistance in developing required interfaces.

Interfaces to VaxNH are listed in Table C-2: *General Requirements Vendor Response Checklist, Business Requirements* section, line B8.36 through B8.45. Some of these interfaces may no longer be needed when VaxNH is implemented but others will be required.

Constructing interfaces will require cooperative efforts involving State and Vendor staff. Submit a proposed architectural drawing of the interfaces and discuss the proposed approach for their development. Be sure to distinguish between State and Vendor responsibilities.

2.1.10. Topic 17 – Help Desk Support

Response Page Limit: 3

The State will evaluate the degree to which the Vendor will absorb demand for help desk support upon Implementation of the new System and prepare State staff to assume full responsibility for providing help desk Support when demand stabilizes.

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Describe support for the help desk function incorporated into the Proposal. Include discussion of the following:

- 2.1.10.1. Coordination of help desk with change management and training activities;
- 2.1.10.2. Recommended help desk software tools;
- 2.1.10.3. Training to be provided to the help desk agents;
- 2.1.10.4. Suggested escalation procedures;
- 2.1.10.5. Interim staffing for peak help desk demand periods and transition to a permanent arrangement;
- 2.1.10.6. Development of a help desk knowledge base; and
- 2.1.10.7. Metrics based on help desk inquiries.

2.2.D-2.2. State personnel and training

2.2.1. Topic 18 – User Training Approach

Response Page Limit: 3

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

The State understands the importance of training for a successful Software Implementation. The State seeks a detailed discussion of training alternatives in addition to a recommended training approach.

Describe the process for an assessment of needs; identifying casual, power, and specialty users; developing a curriculum for each audience; and conducting, evaluating, and refining training courses.

Questions to address include, but are not limited to, the following:

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- 2.2.1.1. What type of training (instructor-led vs. computer-based) will be used for each purpose and why?
- 2.2.1.2. What methods will be employed to evaluate training activities?
- 2.2.1.3. How will training be coordinated with other user-support activities?
- 2.2.1.4. Will manuals be adequate to enable trained users to research answers to their own questions?
- 2.2.1.5. If the perception is that they are not adequate, can those manuals be quickly revised?
- 2.2.1.6. How will the State be prepared to conduct ongoing training after Implementation is completed?
- 2.2.1.7. Are training manuals on-line and maintained as part of a maintenance agreement?
- 2.2.1.8. Provide examples of user guides or other means of training various levels of users.
- 2.2.2. Topic 19 – Preparation of State Staff
- 2.2.3. Response Page Limit: 3
- 2.2.4. The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately.
- 2.2.5.
- 2.2.6. Describe how State staff assigned to the Project Team will be prepared to contribute.
- 2.2.7.
- 2.2.8. Provide an overview of Project Team interactions and dependencies between functions.
- 2.3.D-2.3. Project execution
- 2.3.1. Topic 20 – Implementation Approach
Response Page Limit: 10

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

The State would like to implement all modules of the selected Software as quickly as feasible at the lowest possible price. The State recognizes, however, that it might have difficulty coping with a “big bang” Implementation strategy. Consequently, the State seeks suggestions on an implementation approach.

- 2.3.1.1. Provide one or more feasible Implementation plans. For each plan provided:
 - 2.3.1.1.1. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
 - 2.3.1.1.2. Discuss cost implications of the plan, including implications on maintenance fees; and
 - 2.3.1.1.3. Address the level of risk associated with the plan.
- 2.3.1.2. To assist the State in evaluation of the Implementation Plan or plans discussed, include:
 - 2.3.1.2.1. Listing of modules that constitute the proposed Software;
 - 2.3.1.2.2. Identification of modules that should be considered “core;”
 - 2.3.1.2.3. Identification of modules that are neither required nor proposed to satisfy State requirements; and
 - 2.3.1.2.4. A general description of functionality contained in each module.
- 2.3.1.3. Identify the Implementation Plan used as a basis for the cost Proposal.

2.3.2. Topic 21 – Testing

Response Page Limit: 6 – Appendix Required

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The State will evaluate the quality of support the Vendor will supply to assist State testing staff and the effectiveness of the proposed Defect tracking and resolution process. The ability of the State Project leadership to participate in analysis, classification, and establishment of priorities for suspected Defects will also be evaluated.

State staff will conduct Acceptance Testing, but support from the selected Vendor is required; refer to Appendix G: *Application Security, Testing Requirements and Certificates*. To define the type of support that will be provided, address the following questions:

- 2.3.2.1. Will configured Software be delivered in functional components for State Acceptance Testing?
- 2.3.2.2. How much time should the State allow to complete User Acceptance Testing of a component?
- 2.3.2.3. What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in Acceptance Testing?
- 2.3.2.4. What support will be provided to prepare State staff during Acceptance Testing? How will on-site support for the State testing team be provided?
- 2.3.2.5. How will members of the testing team be prepared to test the configured Software?
- 2.3.2.6. What Documentation of configured Software will be available to the testing team?
- 2.3.2.7. Based on experience in similar Projects, how many and what types of Defects are likely to be encountered in UAT? (Include metrics from other Projects to support this response.)
- 2.3.2.8. How much time is available for comprehensive testing and correction of Defects prior to Implementation? Based on metrics from similar Projects, is it sufficient? (Provide information from other Projects to support this response.)

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- 2.3.2.9. If frequency exceeds the expected level, what corrective actions will be instituted?
- 2.3.2.10. How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- 2.3.2.11. How quickly will Software Defects be corrected?
- 2.3.2.12. What specific Software tools will be used to isolate performance problems?
- 2.3.2.13. What tools will be used to document and track status of suspected Defects?
- 2.3.2.14. Will these tools be available to the State after the Project is completed?
- 2.3.2.15. What role will the State play in classification and prioritization of Defects?
- 2.3.2.16. Will System performance be measured and documented using the State's infrastructure and Data? If yes, how?
- 2.3.2.17. Describe your testing methodology and include a proposed test plan as an appendix.
- 2.3.2.18. Provide a sample User Acceptance Test Plan from a completed Project as an appendix.

2.3.3. Topic 22 – Testing Prior to UAT:

Response Page Limit: 5

The State has a specific approach it generally requires for testing. Please read Appendix G: *Application Security, Testing Requirements and Certificates* for this approach. Please describe your typical testing methodology and how challenging you feel it may be to adopt the State's standard.

Utilize the first five pages of this topic to describe the approach you have proposed to testing. Be sure to cover:

- 2.3.3.1. Installation and environment testing
- 2.3.3.2. Unit testing
- 2.3.3.3. System testing
- 2.3.3.4. Regression testing

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- 2.3.3.5. Performance tuning and stress testing
- 2.3.3.6. Data conversion testing and data validation
- 2.3.3.7. Security review/testing
- 2.3.3.8. What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State? Will these tools be available to the State for use in Acceptance Testing?

2.3.4. Topic 23 – Migration Strategy

Response Page Limit: 3

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.

- 2.3.4.1. The State assumes that the Data Conversion/Migration Plan is a deliverable that will ultimately lay out the plan required to convert and migrate data from NHIP legacy system to the new environment. Please 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.
- 2.3.4.2. Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Please be sure to include whose responsibility this process will be and the process you are proposing to deal with incomplete records in the legacy system.
- 2.3.4.3. Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?
- 2.3.4.4. 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?

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- 2.3.4.5. Please discuss your approach to working with the Agency to document a data conversion/migration plan and process. Please also describe how you will determine how much historical data is available and what is appropriate to be made available within the new system.
- 2.3.4.6. Define expectations for State and Vendor roles during the development of the data conversion/migration plan and process.
- 2.3.4.7. 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?

2.3.5. Topic 24 – Environment Setup

Response Page Limit: 2

The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.

- 2.3.5.1. Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the hosted Solution, including all necessary training.
- 2.3.5.2. Discuss how the proposed environments support the Implementation of the hosted Solution, including all necessary training.
- 2.3.5.3. The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

2.4.D-2.4. Project management competence

2.4.1. Topic 25 – System Acceptance Criteria

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Response Page Limit: 6

The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State for User Acceptance Testing.

2.4.1.1. Propose measurable criteria for State final Acceptance of the System.

2.4.1.2. Discuss how the proposed criteria serve the interest of the State.

2.4.2. Topic 26 – Status Meetings and Reports

Response Page Limit: 3 – Appendix Required

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

2.4.2.1. The State believes that effective communication and reporting are essential to Project success. At a minimum, the State expects the following:

2.4.2.1.1. **Introductory Meeting:** Participants will include Vendor Key Project Staff and State Project leaders from both the NHIP and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

2.4.2.1.2. **Kickoff Meeting:** Participants will include the State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

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- 2.4.2.1.3. **Status Meetings:** Participants will include, at a minimum, Vendor Project Manager and the State Project Manager. These meetings, which will be conducted at least weekly initially and progress to biweekly when appropriate, will address overall Project status and any additional topics needed to remain on Schedule and within budget. A status and error report from the Vendor will serve as the basis for discussion.
- 2.4.2.1.4. **The Work Plan:** The Work Plan must be Reviewed and updated at each Status Meeting in accordance with the Contract.
- 2.4.2.1.5. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- 2.4.2.1.6. **Exit Meeting:** Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.
- 2.4.2.2. The State expects the Vendor to prepare agendas for and minutes of meetings. Meeting will include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility.

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- 2.4.2.3. Vendor shall submit status reports in accordance with the Schedule and terms of the Contract. All status reports shall be prepared in formats approved by the State. The Vendor's Project Manager shall assist the State's Project Manager or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Vendor shall produce Project status reports, which shall contain, at a minimum, the following:
- 2.4.2.3.1. Project Status as it relates to Work Plan
 - 2.4.2.3.2. Deliverable status
 - 2.4.2.3.3. Accomplishments during weeks being reported
 - 2.4.2.3.4. Planned activities for the upcoming two (2) week period
 - 2.4.2.3.5. Future activities
 - 2.4.2.3.6. Issues and Concerns requiring resolution
 - 2.4.2.3.7. Report and remedies in case of falling behind Schedule
 - 2.4.2.3.8. Planned release or patch time frame
 - 2.4.2.3.9. Any tickets/functionality included in release or patch
 - 2.4.2.3.10. Any upcoming change in operating system, new changes affecting the look and feel or functionality of the System
 - 2.4.2.3.11. Changes affecting Vendor staff who work directly with State staff
 - 2.4.2.3.12. Changes affecting the System which will require State input and discussion
- 2.4.2.4. Be sure to cover the following:

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- 2.4.2.4.1. Timing, duration, recommended participants and agenda for the kickoff meeting;
 - 2.4.2.4.2. Frequency and standard agenda items for status meetings;
 - 2.4.2.4.3. Availability for special meetings; and
 - 2.4.2.4.4. Agenda for the exit meeting.
 - 2.4.2.5. As an appendix, provide an example of status reports prepared for another Project. Names of the Project and of any individuals involved may be removed.
 - 2.4.2.6. As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor shall prepare special reports and presentations relating to Project Management and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.
- 2.4.3. Topic 27 – Risk and Issue Management
Response Page Limit: 3

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

 - 2.4.3.1. Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities.

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2.4.3.2. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

2.4.4. Topic 28 – Scope Control

Response Page Limit: 2

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

2.4.4.1. Suggest an approach for scope control. Describe how the approach has been employed effectively on another Project.

2.4.4.2. Demonstrate your firm's ability to manage scope creep by discussing tools and methodologies, as well as past Project experiences.

2.4.5. Topic 29– Quality Assurance Approach

Response Page Limit: 6

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

2.4.5.1. The State has identified three categories of Deliverables:

2.4.5.1.1. Written Deliverables, such as a training plan;

2.4.5.1.2. Software Deliverables, such as a configured Software module; and

2.4.5.1.3. Non-Software Deliverables, such as conduct of a training course.

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

2.4.5.2.1. Provision for State input to the general content of a Written Deliverable prior to production;

2.4.5.2.2. The standard for Vendor internal Review of a Written Deliverable prior to formal submission; and

2.4.5.2.3. Testing of Software Deliverables prior to submission for Acceptance Testing.

2.4.6. Topic 30 - Work Plan

Response Page Limit: No limit

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

2.4.6.2. The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.

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- 2.4.6.3. Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Include the deliverables outlined in Appendix C: *System Requirements and Deliverables* and include other deliverables that the Vendor, based on past experience, would recommend be developed on this project.
- 2.4.6.4. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- 2.4.6.5. Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
 - 2.4.6.5.1. All assumptions upon which the Work Plan is based;
 - 2.4.6.5.2. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
 - 2.4.6.5.3. Assignments of members of the Vendor's team identified by role to specific tasks; and
 - 2.4.6.5.4. Critical success factors for the Project.
- 2.4.6.6. Discuss how this Work Plan will be used and State access to Plan details including resource allocation.
- 2.4.6.7. Discuss frequency for updating the Plan, at a minimum weekly and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

2.5.D-2.5. Ongoing Operations

2.5.1. Topic 31 – Hosted System

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Describe the hosting plan including hardware and software platforms, software utilities, telecommunications resources, security measures and business continuity plans. Include a description of servers, computers, software, programming capability and other equipment and technical resources which will be used to design, develop, implement and maintain the application.

2.5.1.1. Provide the type and speed of the connection;

2.5.1.2. Information on redundancy;

2.5.1.3. Disaster recovery;

2.5.1.4. Security;

2.5.1.5. Interim staffing for peak help desk demand periods and transition to a permanent arrangement;

2.5.1.6. Development of a help desk knowledge base; and

2.5.1.7. Metrics based on help desk inquiries.

2.5.2. Topic 32 – Support and Maintenance

Response Page Limit: 2

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

Address the following in your narrative:

2.5.2.1. For how many of your clients do you provide typical software maintenance and support in operational years and what percent of your clients does this represent?

2.5.2.2. For how many of your clients do you provide support and maintenance of the operational environment on behalf of the State and what percent of your clients does this represent?

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Appendix D – Topics for Mandatory Narrative Responses

- | | |
|-----------|---|
| 2.5.2.3. | For how many of your clients do you provide helpdesk support for users and what percent of your clients does this represent? |
| 2.5.2.4. | What do you find to be the optimal amount of support? |
| 2.5.2.5. | Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing. |
| 2.5.2.6. | Describe how support and maintenance issues are tracked detailing methodology and if any additional software is required. |
| 2.5.2.7. | Describe process for maintenance of the general knowledge base. |
| 2.5.2.8. | Describe any particular procedures required to handle escalation and emergency calls. |
| 2.5.2.9. | Detail the plan for preventive maintenance and for upgrade installations. |
| 2.5.2.10. | Detail the types and frequency of support tasks required. |

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APPENDIX E. Standards for describing vendor qualifications

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

- Corporate qualifications of each Vendor proposed to participate in the Project;
- Proposed team organization and designation of key staff;
- Individual qualifications of candidates for the role of Project Manager; and
- Individual qualifications of candidates for other key staff roles.

This Appendix identifies specific information that must be submitted.

1. E-1. Required information on corporate qualifications

Information is required on all Vendors who will participate in the Project. Vendors submitting a Proposal must identify any Subcontractor(s) to be used.

1.1.E-1.1. Corporate Overview (2 page limit)

Identify the proposed role of the firm on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

1.2.E-1.2. Financial Strength

Provide at least one of the following:

- 1.2.1. The current Dunn & Bradstreet report on the firm; or
- 1.2.2. The firm's two most recent audited financial statements; and the firm's most recent unaudited, quarterly financial statement; or
- 1.2.3. The firm's most recent income tax return. For example, either a copy of the IRS Form 1065, U.S. Return of Partnership Income or Schedule E (IRS Form 1040) Supplemental Income and Loss (for partnerships and S corporations) or IRS Form 1120, U.S. Corporation Income Return. These forms are typically submitted when a Vendor does not have audited financial statements.

1.3.E-1.3. Litigation

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.

1.4.E-1.4. Prior Project Descriptions (3 projects, limited to 3 pages each)

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Appendix E – Standards for Describing Vendor Qualifications

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

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

1.5.E-1.5.Subcontractor Information

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

- 1.5.1. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
- 1.5.2. A high-level description of the Subcontractor's organization and staff size;
- 1.5.3. Discussion of the Subcontractor's experience with this type of Project;
- 1.5.4. Resumes of key personnel proposed to work on the Project; and
- 1.5.5. Two references from companies or organizations where they performed similar services (if requested by the State).

2. E-2.Team organization and designation of key vendor staff

- 2.1. Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State. Key Vendor Personnel must include a Project Manager and a Program Manager.

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Appendix E – Standards for Describing Vendor Qualifications

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

- 2.2.1. 1-5 years in immunization information systems development and implementation including the following topics:
- 2.2.2. Familiarity with immunization program goals, objectives, and activities
- 2.2.3. Familiarity with ACIP recommendations for immunization schedules
- 2.2.4. Familiarity with vaccine inventory management
- 2.2.5. Familiarity with health information technology standards and interoperability
- 2.2.6. Familiarity with MIROW guidelines
- 2.2.7. Familiarity with clinical data quality, master patient index approaches, and patient and vaccine event deduplication logic
- 2.2.8. A single team member may be identified to fulfill the experience requirement in multiple areas.

3. E-3. State staff resource worksheet

Append a completed State Staff Resource Worksheet to indicate resources expected of organization. Expected resources must not exceed those outlined in Appendix A: Background Information - Section A-4: State Project Team. The required format follows.

Table E-2: Proposed State Staff Resource Hours Worksheet

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Appendix E – Standards for Describing Vendor Qualifications

State Role	Initiation	Configuratio n	Implementati on	Close Out	Total
IIS Project Manager					
Customer Support					
Technical Support/Onboarding					
Agency IT Liaison					
Position 4					
Position 5					
State Total					

4. E-4. Candidates for project manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

- 4.1. The candidate's educational background;
- 4.2. An overview of the candidate's work history;
- 4.3. The candidate's project experience, including project type, project role and duration of the assignment;
- 4.4. Any significant certifications held by or honors awarded to the candidate; and
- 4.5. At least three (3) references, with contact information, that can address the candidate's performance on past projects.
- 4.6. The State requires that the Program Manager be assigned full time for critical aspects of the project. For the Program Manager candidate, the resume should address the individual's experience in immunization programs and immunization information systems.

5. E-5. Candidates for key vendor staff roles

Provide a resume not to exceed two (2) pages for each key Vendor staff position on the Project Team. Each resume should address the following:

- 5.1. The individual's educational background;
- 5.2. An overview of the individual's work history;
- 5.3. The individual's project experience, including project type, project role and duration of the assignment;
- 5.4. Any significant certifications held by or honors awarded to the candidate; and
- 5.5. At least three (3) references, with contact information, that can address the individual's performance on past projects.

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APPENDIX F. Pricing worksheets

A Vendor's Cost Proposal must be based on the worksheets formatted as described in this appendix.

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.

1. F-1. Activities/deliverables/milestones pricing

The Vendor must include, within the Firm Fixed Price for IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

Table F-1: Activities/Deliverables/Milestones Pricing Worksheet

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Task #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price
<i>Planning and Project Management</i>				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Project Status Reports	Written		
3	Work Plan	Written		
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
5	Security Plan	Written		
6	Communications and Change Management Plan	Written		
7	Requirements Traceability Matrix	Written		
8	Software Configuration Plan	Written		
9	Systems Interface Plan and Design/Capability	Written		
10	Testing Plan	Written		
11	Data Conversion Plan and Design	Written		
12	Deployment Plan	Written		
13	Comprehensive Training Plan and Curriculum	Written		
14	End-User Support Plan	Written		
15	Business Continuity Plan	Written		
16	Documentation of Operational Procedures	Written		
<i>Installation</i>				

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Task #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price
17	Provide Software Licenses if needed	Written		
18	Provide Fully Tested Data Conversion Software	Software		
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
<i>Testing</i>				
20	Conduct Integration Testing	Non-Software		
21	Conduct User Acceptance Testing	Non-Software		
22	Perform Production Tests	Non-Software		
23	Test In-Bound and Out-Bound Interfaces	Software		
24	Conduct System Performance (Load/Stress) Testing	Non-Software		
25	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-Software		
<i>System Deployment</i>				
26	Converted Data Loaded into Production Environment	Software		
27	Provide Tools for Backup and Recovery of all Applications and Data	Software		
28	Conduct Training	Non-Software		
29	Cutover to New Software	Non-Software		
30	Provide Documentation	Written		

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Task #	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price
31	Execute Security Plan	Non-Software		
<i>Operations</i>				
32	Ongoing Hosting Support	Non-Software		
33	Ongoing Support & Maintenance	Software		
34	Conduct Project Exit Meeting	Non-Software		

2. F-2. Hardware costs

Please utilize the following table to detail the required hardware costs associated with Vendor's proposal.

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Table F-2: Hardware Costs Worksheet

H #	Hardware Item	One-Time Cost
	<Note to Vendor: Add as many rows as needed>	
TOTAL		

3. F-3. Software license costs

Please utilize the following table to detail the required software costs associated with the Vendor proposal.

Table F-3: Software License Costs Worksheet

S #	Software Item	Initial Cost
	<Note to Vendor: Add as many rows as needed>	
TOTAL		

4. F-4. Software operations, maintenance, and support pricing

Use the following table to provide a detailed listing of the annual operational costs of each software product that is part of the Vendor's proposal, including operations, maintenance and support. This should not include the initial cost identified in Table F-3: *Software License Costs Worksheet*.

Table F-4: Software Operations, Maintenance, and Support Pricing Worksheet

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Software Name	Year 2	Year 3	Year 4	Year5
<NOTE to Vendor: Add as many rows as needed.>				
TOTAL				

Note to Vendor: Key Assumption(s) – Vendors should add/use a separate row for each software3 package proposed that requires annual support costs.

5. F-5. Hosting costs

Use the following table to provide a detailed listing of the annual Hosting costs of the full application. This may include Web Site Hosting Fee, Technical Support Fee, Maintenance and Update Fees, etc.

Table F-5: Hosting Costs Worksheet

Hosting Description Detail	Year 1	Year 2	Year 3	Year 4	Year5
<NOTE to Vendor: Add as many rows as needed.>					
TOTAL					

6. F-6. Other costs

If other costs exist not handled in the above cost table worksheets, please use the following table to provide a detailed itemization of any additional cost. Identify ANY software the Vendor feels will be needed to work with the systems. (For example, if the State will need to purchase reporting software to view system-generated reports.)

Table F-6: Other Costs Worksheet

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Other Cost Detailed Description	Year 1	Year 2	Year 3	Year 4	Year 5
<NOTE to Vendor: Add as many rows as needed.>					
TOTAL					

7. F-7. Implementation cost summary

Please complete the following table that should summarize all implementation costs associated with the Vendor's proposal.

Table F-7: Implementation Cost Summary Worksheet

Cost Table #	Cost Type	Total Cost
1	Activities/Deliverables/Milestones Pricing – Total from Table E-1: Activity/Deliverables/Milestones Pricing Worksheet	
2	Hardware Costs – Total from Table E-2: Hardware Costs Worksheet	
3	Software License Costs – Total from Table E-3: Software License Costs Worksheet	
4	Software Operations, Maintenance, and Support Pricing – Total from Table E-4: Software Operations, Maintenance, and Support Pricing Worksheet	
5	Hosting Costs – Total from Table E-5: Hosting Costs Worksheet	
6	Other Costs – Total from Table E-6: Other Costs Worksheet	

8. F-8. Vendor staff, resource hours, and rates

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Use the Vendor Staff, Resource Hours, and Rates Worksheet (Table F-8: *Vendor Staff, Resource Hours and Rates Worksheet*) on the following page to indicate the individuals who will be assigned to the Project, hours, and applicable rates. Information is required by stage. Names must be provided for individuals designated for key roles, but titles are sufficient for others.

9. F-9. Future vendor rates

The State may request additional Services from the selected Vendor and require rates in the event that additional Services are required. The following format must be used to provide this information. “SFY” refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions identified in the Future Vendor Rates Worksheet below must match those identified in Table F-9: *Vendor Staff, Resource Hours, and Rates Worksheet*.

Table F-9: Future Vendor Rates Worksheet

POSITION TITLE	SFY <XX>	SFY <XX>	SFY <XX>	SFY <XX>	SFY <XX>
Project Manager					
Position #1					
Position #2					
etc.					
TOTAL					

10. F-10 Proposed state staff resource hours

Use the Proposed State Staff, Resource Hours and Rates worksheet to indicate the State roles that will need to be assigned to the Project to support the Vendor’s proposed implementation approach. Information is required by stages identified in Table F-8: *Vendor Staff, Resource Hours, and Rates Worksheet*.

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Table F-8: Vendor Staff, Resource Hours, and Rates Worksheet

NAME/ VENDOR ROLE	PLANNING	CONFIGURATION	UAT	GO-LIVE/ WARRANTY	PROJECT MANAGEMENT	OPERATIONS	TOTAL HOURS	HOURLY RATE	COST (HOURS RATE) x
Project Management									
Position 1									
Position 2									
etc.									
TOTAL									

NOTE to Vendor: *Key Assumption(s)* – Denote key roles by adding “key” to the “Name/Vendor’s Role” column. Add as many rows as necessary to complete the full proposed team.

Table F-10: Proposed State Staff, Resource Hours, and Rates Worksheet

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NAME/ VENDOR ROLE	PLANNING	CONFIGURATION	UAT	GO-LIVE/ WARRANTY	PROJECT MANAGEMENT	OPERATIONS	TOTAL HOURS	HOURLY RATE	COST (HOURS RATE) x
Project Management									
Position 1									
Position 2									
etc.									
TOTAL									

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APPENDIX G. Application security, testing requirements, and certificates

1. G-1. Application security

IT Security involves all functions pertaining to the securing of State Data and systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and nonrepudiation. This shall include but is not limited to:

- 1.1. Develop Software applications based on industry best practices and incorporating information security throughout the Software development life cycle;
- 1.2. Perform a Code Review prior to release of the application to the State to move the application into production. The code Review may be done in a manner mutually agreeable to the Vendor and the State. Copies of the final, remediated results shall be provided to the State for Review and audit purposes;
- 1.3. Follow Change Control Procedures (CCP) relative to release of code; and
- 1.4. Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to, Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.

2. G-2. Testing requirements

All testing and Acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data and System preparation for testing, and execution of Unit Testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security Review and testing, and support of the State during user Acceptance Testing (UAT).

2.1. G-2.1 Test Planning and Preparation

- 2.1.1. The overall Test Plan will guide all testing. The Vendor-provided, State-approved Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

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- 2.1.2. Client training and testing activities will not be abbreviated to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.
 - 2.1.3. Vendors must disclose in their Proposals the scheduling assumptions used in regard to the Client resource efforts during testing.
 - 2.1.4. State testing will commence upon the Vendor Project Manager's Certification, in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.
 - 2.1.5. The State will commence its testing within five (5) business days of receiving Certification from the Vendor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Vendor's development environment. The Vendor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.
- 2.2.G-2.2. Testing
- 2.2.1. Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.
 - 2.2.2. Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology described in Table G-2.2: *State-Recommended Testing Methodology*.

Table G-2.2: State-Recommended Testing Methodology

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Reference	TEST	GOALS
1	Unit Testing	<p>Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment.</p> <p>The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.</p>
2	System Integration Testing	<ul style="list-style-type: none"> Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment. Emphasizes end-to-end business processes and the flow of information across applications. The process should include all key business processes and interfaces being implemented, confirm Data transfers with external parties, and include the transmission or printing of all electronic and paper documents. The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution.
3	Conversion/ Migration Validation Testing	<p>The Conversion/Migration Validation Testing should replicate the entire flow of the converted Data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy Data performs correctly.</p>
4	Installation Testing	<p>Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.</p>

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Reference	TEST	GOALS
5	User Acceptance Testing (UAT)	<p>The UAT is a Verification process performed in a copy of the production environment. The UAT verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.</p> <ul style="list-style-type: none">• The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.• The State will be presented with a State-approved Test Plan, test scenarios, test cases, test scripts, test Data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities.• UAT will also serve as a performance and stress test of the System. UAT may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan <p>Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Appendix H-25: <i>General Contract Requirements</i> - Section H-25.11.1: <i>Warranty Period</i>.</p>

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6	Performance Tuning and Stress Testing	<p>Vendor shall develop and document hardware and Software configuration and tuning of System infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the Software throughout the Project</p> <p><i>Performance Tuning and Stress Testing</i></p> <p><i>Scope</i></p> <p>The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. Performance testing will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.</p> <p>The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.</p> <p>Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.</p> <p>Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.</p> <p>Vendor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.</p> <p><i>Test Types</i></p> <p>Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests</p> <p><i>Baseline Tests</i></p> <p>Baseline tests shall collect performance Data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction</p>
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	<p>is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. Note that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.</p> <p><i>Load Tests</i></p> <p>Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.</p> <p><i>Tuning</i></p> <p>Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.</p> <p>For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.</p> <p><i>Implementing Performance and Stress Test</i></p> <p>Performance and Stress test Tools must be provided by the Vendor for this effort. Consideration must be given to licensing with respect to continued use for Regression Testing. If the Vendor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.</p> <p><i>Scheduling Performance and Stress Testing</i></p> <p>Vendor shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.</p> <p>Vendor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run</p>
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		<p>times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.</p> <p>Initial test runs shall be completed to establish that the tests and Data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be Reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.</p> <p>Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or Data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure to eliminate the public network from our environment.</p> <p>Post-test reporting and result assessment will be Scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.</p> <p>If Defects are identified in the application during testing, they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.</p> <p>When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.</p> <p>During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.</p> <p>During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e., a Login request shall be responded to in 1 second or less under a typical daily load of 1,000 requests per</p>
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		minute.). In both cases, the tester will determine the capacity of the system under a known set of conditions.

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	<p>Regression Testing</p>	<p>As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.</p> <p>Regression Testing means selective retesting to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects and to verify that the modified and related (possibly affected) System components still meet their specified requirements.</p> <ul style="list-style-type: none">• For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.• The Vendor shall notify the State no later than five (5) business days from the Vendor's receipt of written notice of the test failure when the Vendor expects the corrections to be completed and ready for retesting by the State. The Vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.• When a programming change is made in response to a problem identified during user testing, a Regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:<ol style="list-style-type: none">1. Validate that the change/update has been properly incorporated into the program; and2. Validate that there has been no unintended change to the other portions of the program.• The Vendor will be expected to:<ul style="list-style-type: none">○ Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;○ Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and○ Manage the entire cyclic process.• The Vendor will be expected to execute the Regression Test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting. <p>In designing and conducting such Regression Testing, the Vendor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the Regression Tests. In other words, the Vendor will be expected to design and conduct Regression Tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.</p>
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		In their Proposals Vendors must acknowledge their responsibilities for regression testing as described in this section.

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	<div>Security Review and Testing</div> <div>IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation.</div> <div>All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and Software and its related Data assets.</div> <table><tr><th>Service Component</th><th>Defines the set of capabilities that:</th></tr><tr><td>Identification and Authentication</td><td>Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.</td></tr><tr><td>Access Control</td><td>Supports the management of permissions for logging onto a computer or network.</td></tr><tr><td>Encryption</td><td>Supports the encoding of Data for security purposes</td></tr><tr><td>Intrusion Detection</td><td>Supports the detection of illegal entrance into a computer system.</td></tr><tr><td>Verification</td><td>Supports the confirmation of authority to enter a computer system, application or network.</td></tr><tr><td>Digital Signature</td><td>Guarantees the unaltered state of a file.</td></tr><tr><td>User Management</td><td>Supports the administration of computer, application and network accounts within an organization.</td></tr><tr><td>Role/Privilege Management</td><td>Supports the granting of abilities to users or groups of users of a computer, application or network.</td></tr><tr><td>Audit Trail Capture and Analysis</td><td>Supports the identification and monitoring of activities within an application or system.</td></tr><tr><td>Input Validation</td><td>Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.</td></tr></table> <div>In their Proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security</div>	Service Component	Defines the set of capabilities that:	Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	Access Control	Supports the management of permissions for logging onto a computer or network.	Encryption	Supports the encoding of Data for security purposes	Intrusion Detection	Supports the detection of illegal entrance into a computer system.	Verification	Supports the confirmation of authority to enter a computer system, application or network.	Digital Signature	Guarantees the unaltered state of a file.	User Management	Supports the administration of computer, application and network accounts within an organization.	Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.	Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.	Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
Service Component	Defines the set of capabilities that:																						
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Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.																						
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		<p>controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party Penetration Tests (pen test) or code analysis and review.</p> <p>Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for Review and Acceptance. All Software and hardware shall be free of malicious code (malware).</p>
7	Penetration Testing	<p>Implement a methodology for penetration testing that includes the following:</p> <ul style="list-style-type: none"> • Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115); • Includes coverage for the entire CDE perimeter and critical systems; • Includes testing from both inside and outside the network; • Includes testing to validate any segmentation and scope-reduction controls; • Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in PCI DSS Compliance: Requirement 6.5; • Defines network-layer penetration tests to include components that support network functions as well as Operating Systems; • Includes Review and consideration of threats and vulnerabilities experienced in the last 12 months; and • Specifies retention of penetration testing results and remediation activities results. • Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment). • Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade a sub-network added to the environment, or a web server added to the environment). • Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections • If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are Operational and effective, and isolate all out-of-scope systems from in-scope systems.

3. G-3.Certificates

3.1.G-3.1. Certificate of good standing

- 3.1.1. As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 2018, from the Office of the Secretary of State of New Hampshire. If the Vendor company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301

603.271.3244

- 3.1.2. If the Vendor company is registered, a Certification thereof may be obtained from the Secretary of State.
- 3.1.3. **NOTE:** Sovereign states or their agencies may be required to submit suitable substitute Documentation concerning their existence and authority to enter into a Contract.

3.2.G-3.2. Certificate of Authority/Vote

- 3.2.1. The Certificate of Authority/Vote authorizes, by position, a representative(s) of the Vendor to enter into an Agreement or amendment with the State of New Hampshire. This ensures that the person signing the Agreement is authorized as of the date he or she is signing it to enter into Agreements for that organization with the State of New Hampshire
- 3.2.2. The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the Agreement. The date the Board officer signs must be on or after the date the amendment is signed. The date the notary signs must match the date the Board officer signs.

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- 3.2.3. The Vendor may use their own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the Agreement signatory to enter into Agreements and amendments with the State of New Hampshire as of the date they sign.

3.3.G-3.3. Certificate of authority/vote checklist

Authority must come from the governing body, either:

- A majority voted at a meeting; or
- The body provided unanimous consent in writing; or
- The organization's policy or governing document.

- 3.3.1. G-3.3.1. Source of authority was in effect on day agreement or amendment was signed

Certificate must show that the person signing the Contract had authority when they signed the Agreement or Amendment, either:

- 3.3.1.1. Authority was granted the same day as the day the Agreement or Amendment was signed; or
- 3.3.1.2. Authority was granted after the day the Agreement or amendment was signed and the governing body ratifies and accepts the earlier execution; or
- 3.3.1.3. Authority was granted prior to the day the Agreement or amendment was signed and it has not been amended or repealed as of the day the Contract was signed.

- 3.3.2. G-3.3.2. Appropriate person signed the certificate

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states that the person is the sole director (for corporations) or sole member (for LLCs).

3.4.G-3.4. Certificate of insurance

- 3.4.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage (\$1,000,000 per occurrence and \$2,000,000 aggregate)

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- 3.4.2. Certificate Holder must be: State of NH, Department of Information Technology, ATTN: Chief Information Officer, 27 Hazen Drive, Concord, NH, 03301
- 3.5.G-3.5. Workers compensation
 - 3.5.1. Workers Compensation coverage may be indicated on the insurance form described above.
 - 3.5.2. Workers Compensation coverage must comply with State of NH RSA 281-A

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Appendix H: State of New Hampshire Terms and Conditions

APPENDIX H. State of New Hampshire terms and conditions

FORM NUMBER P-37 (version 5/8/15)

AGREEMENT

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

GENERAL PROVISIONS

1. Identification

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1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in Block 1.12, or satisfactorily proven to be the person whose name is signed in Block 1.11, and acknowledged that s/he executed this document in the capacity indicated in Block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: right;">[Seal]</div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			

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1.18 Approval by the Governor and Executive Council (if applicable)

By:

On:

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2. Employment of contractor/services to be performed.

The State of New Hampshire, acting through the agency identified in Block 1.1 ("State"), engages contractor identified in Block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. Effective date/completion of services.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 1.18, 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 1.14 ("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 prices incurred or Services performed. Contractor must complete all Services by the Completion Date specified in Block 1.7.

4. Conditional nature of agreement.

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Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in Block 1.6 in the event funds in that Account are reduced or unavailable.

5. Contract price/price limitation/payment

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in Block 1.8.

6. Compliance by contractor with laws and regulations/equal employment opportunity.

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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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. Personnel.

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

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

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

8. Event of default/remedies.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two(2) days after giving the Contractor notice of termination;

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- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. Data/access/confidentiality/preservation.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. Termination.

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In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. Contractor's relation to the state.

In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. Assignment/delegation/subcontracts.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. Indemnification.

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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14. Insurance.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in Block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in Block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in Block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. Workers' compensation.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA Chapter 281-A ("Workers' Compensation").

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15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in Block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A: *Workers' Compensation* and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. Waiver of breach.

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

17. Notice.

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in Blocks 1.2 and 1.4, herein.

18. Amendment.

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

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19. Construction of agreement and terms.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. Third parties.

The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. Headings.

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. Special provisions.

Additional provisions set forth in the attached EXHIBIT C: *Special Provisions* are incorporated herein by reference.

23. Severability.

In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. Entire agreement.

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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25. APPENDIX H-25. General contract requirements

25.1. H-25.1. State of NH Terms and Conditions and Contract Requirements

The Contract terms set forth in Appendix H: State of New Hampshire Terms and Conditions shall constitute the core for any Contract resulting from this RFP.

25.2. H-25.2. Vendor responsibilities

25.2.1. The Vendor shall be solely responsible for meeting all requirements, and terms and conditions specified in this RFP, its Proposal, and any resulting Contract, regardless of whether or not it proposes to use any Subcontractor.

25.2.2. The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in Appendix H: *State of New Hampshire Terms and Conditions*. The Vendor must submit with its Proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

25.3. H-25.3. Project budget/price limitation

The State has funds budgeted for this Project, subject to Appendix H: *State of New Hampshire Terms and Conditions*, P-37, General Provision - Section 4: *Conditional Nature of Agreement*, and P-37, General Provision - Section 5: *Contract Price/Price Limitation/Payment*.

25.4. H-25.4. State contracts

The State of New Hampshire intends to use, wherever possible, existing statewide software and hardware Contracts to acquire supporting Software and hardware.

25.5. H-25.5. Vendor staff

25.5.1. In the Proposal the Vendor shall assign and identify a Project Manager and key Vendor staff, in accordance with the Requirements and Deliverables of Appendix C: *System Requirements and Deliverables* and Appendix E: *Standards for Describing Vendor Qualifications*.

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- 25.5.2. The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.
- 25.5.3. The Vendor shall not change key Vendor staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.
- 25.5.4. The State, at its sole expense, may conduct reference and background checks on the Vendor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Vendor's Project Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the Vendor's Key Project Staff found unacceptable to the State.
- 25.5.5. Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Vendor's replacement Project Staff.
- 25.6. H-25.6. Work plan
 - 25.6.1. Vendor shall submit a preliminary Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. A final Work Plan will be due five (5) business days after Contract award upon approval by Governor and Executive Council.

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- 25.6.2. The Vendor shall update the Work Plan as necessary, but no less than every two weeks to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.
 - 25.6.3. Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule.
 - 25.6.4. In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule affect the Project.
 - 25.6.5. In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.
 - 25.6.6. Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.
- 25.7. H-25.7. Change orders
- 25.7.1. The State may make changes or revisions at any time by written Change Order. Within five (5) business days of a Vendor's receipt of a Change Order, the Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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- 25.7.2. A Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to a Vendor's requested Change Order within five (5) business days. The State, which includes the requesting Agency and the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing.
- 25.7.3. All Change Order requests from a Vendor to the State, and the State Acceptance of a Vendor's estimate for a State requested change, will be acknowledged and responded to, either Acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

25.8. H-25.8. Deliverables

The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance as set forth in Appendix H-25: *General Contract Requirements* - Section H-25.10: *Testing and Acceptance*, herein. Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

25.8.1. H-25.8.1. Written Deliverables Review

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The State will Review the Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from the Vendor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

25.8.2. H-25.8.2. Software Deliverables Review

Described in Section H-25.10: *Testing and Acceptance*, herein.

25.8.3. H-25.8.3. Non-Software Deliverables Review

The State will Review Non-Software Deliverables to determine whether any Deficiency exists and notify the Vendor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable.

25.9. H-25.9. Licenses

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

25.9.1. H-25.9.1. Software License Grant

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

25.9.1.2. The State may allow its agents and Vendors to access and use the Software, and in such event, the State shall first obtain written Agreement from such agents and Vendors that each shall abide by the terms and conditions set forth herein.

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25.9.2. H-25.9.2. Software and Documentation Copies

The Vendor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

25.9.3. H-25.9.3. Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

25.9.3.1. Remove or modify any program markings or any notice of Vendor's proprietary rights;

25.9.3.2. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or

25.9.3.3. Cause or permit reverse engineering, disassembly or recompilation of the programs.

25.9.4. H-25.9.4. Title

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

25.9.5. H-25.9.5. Third party

The Vendor shall identify all third-party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: *State of New Hampshire Terms and Conditions*, General Provisions Form P-37.

25.10. H-25.10. Testing and acceptance

The State requires that an integrated and coherent approach to complete System testing, Security Review and Testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Project.

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In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

See Appendix G: *Application Security, Testing Requirements, and Certificates* - Section G-2: *Testing Requirements*.

25.10.1. H-25.10.1. Remedies

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Appendix H: *State of New Hampshire Terms and Conditions*, P-37, General Provisions - Section 8: *Event of Default/Remedies* and Appendix H-25: *General Contract Requirements* - Section H-25.15: *Termination*, and the State Shall have the right, at its option, to pursue the remedies in Appendix H-25: *General Contract Requirements* - Section H-25.15.1: *Termination for Default* as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

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

25.10.2. H-25.10.2. System acceptance

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

25.11. H-25.11. Warranty

25.11.1. H-25.11.1. Warranty period

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The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

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- 25.11.2. H-25.11.2. Warranties
- 25.11.2.1. H-25.11.2.1. System
- The Vendor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.
- 25.11.2.2. H-25.11.2.2. Software
- The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of Harvest Software.
- 25.11.2.3. H-25.11.2.3. Non-Infringement
- The Vendor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.
- 25.11.2.4. H-25.11.2.4. Viruses; Destructive Programming
- The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.
- 25.11.2.5. H-25.11.2.5. Compatibility
- The Vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.
- 25.11.2.6. H-25.11.2.6. Professional Services

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The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

25.11.3. H-25.11.3. Warranty Services

25.11.3.1. The Vendor shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

25.11.3.2. Warranty Services shall include, without limitation, the following:

25.11.3.2.1. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;

25.11.3.2.2. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;

25.11.3.2.3. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;

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- 25.11.3.2.4. On-site additional Services within four (4) business hours of a request;
- 25.11.3.2.5. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State; and
- 25.11.3.2.6. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
 - 25.11.3.2.6.1. Nature of the Deficiency;
 - 25.11.3.2.6.2. Current status of the Deficiency;
 - 25.11.3.2.6.3. Action plans, dates, and times;
 - 25.11.3.2.6.4. Expected and actual completion time;
 - 25.11.3.2.6.5. Deficiency resolution information;
 - 25.11.3.2.6.6. Resolved by;
 - 25.11.3.2.6.7. Identifying number, i.e., work order number; and
 - 25.11.3.2.6.8. Issue identified by.
- 25.11.3.2.7. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:

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- 25.11.3.2.7.1. Mean time between reported Deficiencies with the Software;
- 25.11.3.2.7.2. Diagnosis of the root cause of the problem; and
- 25.11.3.2.7.3. Identification of repeat calls or repeat Software problems.
- 25.11.3.2.8. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.
- 25.11.4. If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.
- 25.11.5. Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.
- 25.12. H-25.12. Ongoing software maintenance and support levels

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The Vendor shall maintain and support the system in all material respects as described in the applicable program Documentation after delivery and the Warranty Period of ninety (90) days through the completion of the Contract term.

The Vendor will not be responsible for maintenance or support for Software developed or modified by the State.

25.12.1. H-25.12.1. Maintenance Releases

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.

25.12.2. H-25.12.2. Vendor Responsibility

25.12.2.1. The Vendor shall be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

25.12.2.2. As part of the Software maintenance Agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

25.12.2.2.1. 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;

25.12.2.2.2. 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;

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- 25.12.2.3. The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;
- 25.12.2.4. The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 25.12.2.5. For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained:
 - 25.12.2.5.1. Nature of the Deficiency;
 - 25.12.2.5.2. Current status of the Deficiency;
 - 25.12.2.5.3. Action plans, dates, and times;
 - 25.12.2.5.4. Expected and actual completion time;
 - 25.12.2.5.5. Deficiency resolution information;
 - 25.12.2.5.6. Resolved by;
 - 25.12.2.5.7. Identifying number i.e. work order number; and
 - 25.12.2.5.8. Issue identified by.
- 25.12.2.6. The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

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- 25.12.2.7. If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H-25: *General Contract Requirements* – Section H-25.15.1: *Termination for Default*, and the State shall have the right, at its option, to pursue the remedies in Appendix H-25: *General Contract Requirements*, H-25.15: *Termination*, as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

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25.13. H-25.13. Administrative specifications

25.13.1. H-25.13.1. Travel expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

25.13.2. H-25.13.2. Shipping and delivery fee exemption

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

25.13.3. H-25.13.3. Project workspace and office equipment

The State agency will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Vendor’s staff. If a Vendor has specific requirements, they must be included in the Vendor’s Proposal.

25.13.4. H-25.13.4. Work hours

Vendor personnel shall provide Services between the Work Hours of 7:30 AM. and 5:00 PM. EST, eight and a half (8.5) hour days, forty-two and a half (42.5) hour weeks, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon Agreement with the State Project Manager.

25.13.5. H-25.13.5. Access/Cooperation

25.13.5.1. As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

25.13.5.2. The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Vendor to perform its obligations under the Contract.

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25.13.6. H-25.13.6. State-Owned documents and data

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

25.13.7. H-25.13.7. Intellectual property

25.13.7.1. Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Vendor.

25.13.7.2. Upon successful completion and/or termination of the Implementation of the Project, the Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. The Vendor shall license back to the State the right to produce, publish, or otherwise use such Software, source code, object code, modifications, reports, and Documentation developed under the Contract.

25.13.7.3. In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to, Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Agreement.

25.13.8. H-25.13.8. IT-Required work procedures

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

25.13.9. H-25.13.9. Computer use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed Software, Software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or Database Administrator of any kind (hereinafter "Information"), Vendor understands and agrees to the following rules:

- 25.13.9.1. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure;
- 25.13.9.2. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Vendor access or attempt to access any information without having the express authority to do so;
- 25.13.9.3. That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or Agreements relating to system entry/access;
- 25.13.9.4. That all Software Licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Vendor must use utmost care to protect and keep such Software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or Software owned, licensed, or being evaluated by the State, can be used by the Vendor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment; and

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25.13.9.5. That if the Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

25.13.10. H-25.13.10. Email use

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

25.13.11. H-25.13.11. Internet/Intranet use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

25.13.12. H-25.13.12. Regulatory/Governmental approvals

Any Contract awarded under the RFP shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

25.13.13. H-25.13.13. Force majeure

25.13.13.1. Neither Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

25.13.13.2. Except in the event of the foregoing, Force Majeure events shall not include Vendor’s inability to hire or provide personnel needed for the Vendor’s performance under the Contract.

25.13.14. H-25.13.14. Confidential Information

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- 25.13.14.1. In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g., RSA chapter 91-A: 5 *Exemptions*). The Vendor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 25.13.14.2. The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information of the State that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form.
- 25.13.14.3. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in Breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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- 25.13.14.4. Any disclosure of the State's information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State's Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.
- 25.13.14.5. In the event of unauthorized use or disclosure of the State's Confidential Information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.
- 25.13.14.6. Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State or federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Vendor shall cooperate and assist the State with the collection and Review of the Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.

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25.13.14.7. This Contract Agreement, Appendix H-25: *General Contract Requirements* - Section H-25.13.14: *Confidential Information* shall survive the termination or conclusion of a Contract.

25.13.15. H-25.13.15. Data breach

In the event of a Data Breach, the Vendor shall comply with provisions of NH [RSA Chapter 359C:20](#): *Notice of Security Breach Required*.

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- 25.14. H-25.14 Pricing
- 25.14.1. H-25.14.1. Activities/Deliverables/Milestones dates and pricing
- The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: *Pricing Worksheets*.
- 25.14.2. H-25.14.2. Software licensing, maintenance, enhancements, and support pricing
- 25.14.2.1. The Vendor must provide the minimum Software support and Services through Software Licensing, maintenance, Enhancements, and support as detailed in Section H-25.12: *Ongoing Software Maintenance and Support Levels*.
- 25.14.2.2. For Software Licensing, maintenance, and support costs, complete a worksheet including all costs in the table. A worksheet is provided in Appendix F: *Pricing Worksheets*, under Table F-3: *Software License Costs Worksheet*, and Table F-5: *Hosting Costs Worksheet*.
- 25.14.3. H-25.14.3. Invoicing
- 25.14.3.1. The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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- 25.14.3.2. Upon acceptance of a properly documented invoice, the State will pay the invoice within thirty (30) days of invoice issuance. Invoices will not be backdated and shall be promptly dispatched.
- 25.14.3.3. If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify the Vendor of the alleged error prior to the due date of such payment. The State and the Vendor agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to the Vendor. The State shall promptly pay upon resolution of such dispute or within such fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.
- 25.14.4. H-25.14.4. Overpayments to the Vendor
- The Vendor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.
- 25.14.5. H-25.14.5. Credits
- The State may apply credits due to the State, arising out of this Contract, against the Vendor's invoices with appropriate information attached.
- 25.14.6. H-25.14.6. Records retention and access requirements
- 25.14.6.1. The Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

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- 25.14.6.2. The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.
- 25.14.6.3. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and Review requirements of this section in any of its subcontracts.
- 25.14.6.4. The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's Review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.
- 25.14.7. H-25.14.7. Accounting Requirements

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The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

25.15. H-25.15. Termination

25.15.1. H-25.15.1. Termination for default

Any one or more of the following acts or omissions of the Vendor shall constitute an Event of Default hereunder ("Event of Default"):

25.15.1.1. Failure to perform the Services satisfactorily or on Schedule;

25.15.1.2. Failure to submit any report required; and/or

25.15.1.3. To perform any other covenant, term or condition of the Contract.

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

25.15.1.4.1. Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser Specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as Breached and pursue its remedies at law or in equity or both;

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- 25.15.1.4.2. Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;
- 25.15.1.4.3. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- 25.15.1.4.4. Treat the Contract as breeched and pursue any of its remedies at law or in equity, or both; and
- 25.15.1.4.5. Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.
- 25.15.1.5. In the Event of Default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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- 25.15.1.6. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.
- 25.15.1.7. This section H-25.15 shall survive termination or Contract Conclusion.
- 25.15.2. H-25.15.2. Termination for convenience
 - 25.15.2.1. The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: *Pricing Worksheets*.
 - 25.15.2.2. During the thirty (30) day period, the Vendor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.
- 25.15.3. H-25.15.3. Termination for conflict of interest
 - 25.15.3.1. The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

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- 25.15.3.2. In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance costs. The State shall pay all other Contracted payments that would have become due and payable if the Vendor did not know, or reasonably did not know, of the conflict of interest.
- 25.15.3.3. In the event the Contract is terminated as provided above pursuant to a violation by the Vendor, the State shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a default of the Contract by the Vendor.
- 25.15.4. H-25.15.4. Termination procedure
 - 25.15.4.1. Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
 - 25.15.4.2. After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:
 - 25.15.4.2.1. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - 25.15.4.2.2. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

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- 25.15.4.2.3. Take such action as the State directs, or as necessary, to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
- 25.15.4.2.4. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- 25.15.4.2.5. Provide written Certification to the State that Vendor has surrendered to the State all said property.

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- 25.16. H-25.16. Limitation of liability
- 25.16.1. H-25.16.1. State
- 25.16.1.1. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price set forth in Appendix H: *State of New Hampshire Terms and Conditions*, Contract Agreement P-37, General Provisions - Section 1.8: *Price Limitation*.
- 25.16.1.2. Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.
- 25.16.2. H-25.16.2. The vendor
- Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Appendix H: *State of New Hampshire Terms and Conditions*, Contract Agreement P-37, General Provisions - Section 1.8: *Price Limitation*. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in Appendix H: *State of New Hampshire Terms and Conditions*, Contract Agreement P-37 General Provisions - Section 1.8: *Price Limitation* and Appendix H: *State of New Hampshire Terms and Conditions*, Contract Agreement P-37 General Provisions - Sections 13: *Indemnification*, and confidentiality obligations in Appendix H-25: *General Contract Requirements* - Section H-25.13.14: *Confidential Information*, and Data Breach obligations in Section H-25.13.15: *Data Breach* which shall be unlimited.
- 25.16.3. H-25.16.3. State's immunity
- Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.
- 25.16.4. H-25.16.4. Survival

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This Contract Agreement, Section H-25.16: *Limitation of Liability* shall survive termination or Contract Conclusion.

25.17. H-25.17. Change of ownership

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assigns.

25.18. H-25.18. Assignment, delegation and subcontracts

25.18.1. The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void and may constitute an Event of Default at the sole discretion of the State.

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

25.19. H-25.19. Dispute resolution

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

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25.20. H-25.20. Venue and jurisdiction

The Contract shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

25.21. H-25.21. Project holdback

25.21.1. The State will withhold 10% of the agreed Deliverables pricing tendered by the Vendor in this engagement until successful completion of the Warranty Period as defined in Appendix H-25: *General Contract Requirements* - Section H-25.10.1: *Warranty Period*.

25.22. H-25.22. Escrow of code

Vendor will enter into a source and configuration code escrow Agreement, with a State approved escrow agent. The proposed escrow Agreement shall be submitted with the Vendor's Proposal for Review by the State. The escrow Agreement requires the Vendor to put the Vendor Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

25.22.1. The Vendor has made an assignment for the benefit of creditors;

25.22.2. The Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;

25.22.3. A receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets;

25.22.4. The Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;

25.22.5. Vendor defaults under the Contract; or

25.22.6. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

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TERMS AND DEFINITIONS

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

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Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review Vs acceptance test or review used above	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A Contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Authorized User	The Vendor's employees, Contractors, Subcontractors or other agents who need to access the State's Personal Data to enable the Contractor to perform the Services required.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
Breach	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
Business Hours	Vendor personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m. EST, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.
CCP	Change Control Procedures

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Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun.
Change Order	Formal Documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract.
Contract	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3. The Documentation consisting of the P-37 General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract. (See Part 2, IT Provisions – Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.

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Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: Price Limitation, as well as Part 3, Exhibit B – Paragraph 2: Contract Price.
Contractor	The Contractor and its employees, subcontractors, agents and affiliates who are providing the Services agreed to under the Contract.
Contracted Vendor/Vendor	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion/Migration Validation Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to form that can be used by the new system.
COTS	Commercial Off the Shelf Software.
CR	Change Request
Cure Period	The thirty (30) day period following written notification of a default within which a Contracted Vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this Project for the State of New Hampshire.
Custom Software	Software developed by the Vendor specifically for this Project for the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
Data Breach	The unauthorized access by a non-authorized persons(s) that results in the use, disclosure or theft of the State's unencrypted Non-Public Data.
DBA	Database Administrator

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TERM	DEFINITION
Deficiencies/Defects	<p>A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – 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.</p> <p>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.</p> <p>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.</p>
Deliverable	A Deliverable is any Written, Software, or NonSoftware Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA chapter 21-R: Open Standards by the Legislature effective September 5, 2008.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as “code signing”.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.

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Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the transformation of Data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an Event of Default hereunder ("Event of Default"): <ul style="list-style-type: none"> • Failure to perform the Services satisfactorily or on Schedule; • Failure to submit any report required; and/or • Failure to perform any other covenant, term or condition of the Contract.
Firm Fixed Price Contract	A Firm Fixed Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
GUI	Graphical user interface.
Harvest	Software to archive and/or control versions of Software.
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.

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Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the value entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the Contracted Vendor as essential to work on the Project.
Licensee	The State of New Hampshire
Non-Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Information	Data, other than Personal Data, 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.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Open Data Formats	A Data format based on an underlying Open Standard.
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 .

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Open Standards	Specifications for the encoding and transfer of computer Data that is defined in RSA chapter 21-R:10 and RSA chapter 21-R:13 .
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following Personally Identifiable Information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and Contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the Project.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.

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Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of Reviewing Deliverables for Acceptance.
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying Data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All Custom Software and COTS Software provided by the Vendor under the Contract.
Software-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.
Software Deliverables	All Custom Software and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.

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Specifications	The written Specifications 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	<p>STATE is defined as:</p> <p>State of New Hampshire <AGENCY > <Address> <City, State, Zip></p> <p>Reference to the term “State” shall include applicable agencies.</p>
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State’s Confidential Records	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA chapter 91-A: Access to Governmental Records and Meetings .
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 extends from July 1st through June 30th of the following calendar year.

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State Project Leader	State's representative with regard to Project oversight.
State's Project Manager (PM)	State's representative with regard to Project Management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Request (CR).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: consistent with Statement of Work within statement of Services; not constitute a new assignment; and not change the terms, documents of Specifications of the SOW.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when the Contracted Vendor is supporting system changes.
UAT	User Acceptance Test.
Unit Test	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.

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User Acceptance Testing (UAT)	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/ Contracted Vendor	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Virtual Private Network (VPN)	Extends a private network across a public network, and enables users to send and receive Data across shared or public networks as if their computing devices were directly connected to the private network
Warranty Period	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C: System Requirements and Deliverables. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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