



State of New Hampshire

Department of State

Statewide Voter Registration System

SOS RFP 2005-001

RFP ISSUED APRIL 15, 2004

CONTRACT TYPE..... FIRM FIXED PRICE

NON-MANDATORY VENDOR CONFERENCE 9:30 AM, APRIL 29, 2004

AT: CONCORD, NEW HAMPSHIRE - STATE HOUSE ANNEX - ROOM 411

PROPOSALS DUE 4:30 PM, JUNE 21, 2004

AT: DEPARTMENT OF STATE, STATE HOUSE, ROOM 204, CONCORD, NH 03301

STATE CONTACT..... ANTHONY STEVENS

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1.0 INTRODUCTION

The State of New Hampshire (the “State”), on behalf of the Department of State, other state agencies and municipalities, is releasing this RFP to procure a secure centralized Statewide Voter Registration System (“SVRS”) that will completely replace all local voter registration database functionality. A web-based or web-enabled solution is strongly preferred so that end users require only a browser to access the SVRS. Methods designed to simplify the voter registration process and mitigate technical support requirements are highly desirable. Vendors that offer a client server solution are encouraged to offer a schedule, indicating when the Vendor will convert to a platform that does not require some form of middleware to operate the system.

The State is seeking proposals for, and intends to contract with, a Vendor to provide the following elements of the project:

- a) Granting a License to the State for perpetual use of the SVRS;
- b) Conveying the source and object code and documentation for the SVRS to the State for use by the State;
- c) Software maintenance releases and technical support;
- d) Configuration and implementation of the SVRS;
- e) Migrate data from one relational database system into the SVRS. The state system will contain statewide voter data (there are no images to migrate);
- f) Develop and implement an interface with the NH Department of Safety, Division of Motor Vehicles; NH Department of State, Division of Vital Records; the NH Department of Corrections, and the United States Post Office (See Appendix A, Table 13.0-1);
- g) Train State technical staff in the use and operation of the SVRS;
- h) Train State personnel to train end users.

The Vendor may employ subcontractors to deliver required services subject to the terms and conditions of this RFP, including but not limited to, in Section 6.0: General Contract Requirements herein and Appendix G 4.0: State of New Hampshire Terms and Conditions of this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges by subcontractors resulting from any Contract.

1.1 Contract Award

The State will award a contract based upon criteria, standards, and weighting identified in this RFP as applied to each element of the proposal. The Vendor’s proposal for each element will be considered as a whole solution, without limitation, including all software and services proposed, qualifications of the Vendor and any subcontractors, and cost.

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1.2 Contract Type

The State plans to execute a FIRM FIXED PRICE (FFP) contract as a result of this RFP. The Vendor shall be fully prepared to commence work by October 1, 2004, and to fully implement the statewide voter registration system by November 30, 2005.

1.3 Non-Exclusive Contract

The State may choose to use any vendor or State staff to make changes and enhancements to the system.

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2.0 SOFTWARE, SERVICES, REQUIREMENTS, AND DELIVERABLES

Each proposal must present the total statewide voter registration system solution and must address the following areas:

2.1 Software

The State seeks software with highly integrated voter registration functionality that supports, at a minimum, the following areas:

Voter Information:

- a) Voter History
- b) Voter Application Processing
- c) Voter Verification and Procedures for Handling Duplicate Names
- d) Absentee Ballot Management
- e) Address Maintenance
- f) Districting and Redistricting
- g) Petition management
- h) Checklist (poll book) generation
- i) On-line services for voters (checking status, party, polling place)
- j) Reports and Queries
- k) Bar codes
- l) Scanning/imaging
- m) Geographic Information Systems (GIS)
- n) Candidate filing

2.2 Services

The State seeks to procure the following services:

- a) Voter registration process finalization;
- b) Configuration and testing of the selected proposed solution software;
- c) Requirements validation;
- d) Development of in and out-bound interfaces;
- e) Specification of hardware required to operate the proposed software;
- f) Testing;
- g) Data migration from a single relational database;
- h) Implementation Services;
- i) Change management;
- j) Training and user support;
- k) Software maintenance and enhancement support; and
- l) System documentation.

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2.3 Technical Requirements

The State has classified technical requirements for this RFP into the following sections:

2.3.1 Appendix B: *Minimum Standards for Proposal Consideration*, compliance with System Requirements, use of proposed software, Vendor implementation experience, and

2.3.2 Appendix C: *System Requirements* categorized by the importance of the requirement to the State as Priority 1, 2, and 3;

2.3.3 Appendix D: *Topics for Mandatory Narrative Responses*- descriptions of software, technical, service, and project management topics;

2.3.4 Appendix E: *Standards for Describing Vendor Qualifications*, corporate, team organization and key staff designation, Project Manager, and other key staff resumes.

2.4 Project Deliverables

The State classifies Deliverables into three categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Appendix F, Pricing Worksheets, sets forth pricing and scheduling information requirements. Project deliverables, organized by category, follows.

2.4.1 Written Deliverables

The following Written Deliverables are required:

- a) Documentation for source and object code of baseline code (before customization changes),
- b) Final Project Work Plan that specifies milestones for design, development, installation, testing, training, pilot implementation, and production implementation.
- c) Meeting Documentation:
 - 1) Project Kick-off meeting agendas and handouts.
 - 2) Bi-weekly meetings agendas, status reports, and bi-weekly updates to the Project Work Plan.
 - 3) Project exit meeting agenda and handout.
- d) Detailed specifications (process flow, data flow, entity relationships, screen details, reports), business requirements and agency interface requirements.
- e) Voter registration process finalization documentation and operational procedures.
- f) Communications and Change Management Plan.
- g) Requirements traceability matrix.
- h) SVRS Software configuration/design documentation.
- i) Security Plan including:
 - 1) Online Web and application access and security.
 - 2) Backup procedures (how, what, when, other).
 - 3) Disaster recovery procedures (how, what, where).
- j) Detailed Technical Plan for the technical platform (hardware and software) and network connectivity requirements including identification, configuration, and installation of all connectivity (hardware, software, and Internet) requirements.
- k) A written plan for data migration from single relational central state database.

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- l) Detailed Test Plan and test results, subject to guidance and approval of the State. A current log of issues identified during the testing, including the resolution made of those issues.
- m) Documentation for source and object code of configured software.
- n) User Manual, System Operation Manual, and a Technical Reference Manual.
- o) Report of the testing results and a current log of issues and resolutions. The Vendor shall provide a report on a daily basis if so requested by the State, and at any time on 24-hour notice.
- p) Training plan – schedule, methodology and training materials to be provided to State staff.
- q) Pilot implementation plan:
- r) Plan for Pilot testing of the system, to include proof of concept, training, and cross-over / migration strategy.
- s) Final implementation:
 - 1) Plan and preparation detail.
 - 2) Plan for SVRS installation of hardware purchased by the state and SVRS Software installed.

2.4.2 Software Deliverables

The following Software Deliverables are required:

- a) Licensed baseline SVRS software.
- b) Source and object code for baseline software
- c) (Option 1: Licensed and escrowed; Option 2: Purchased)
- d) Configured, user-accepted source and object code.
- e) Functioning in-bound and out-bound interfaces
- f) Migrated data loaded into production environment

2.4.3 Non-Software Deliverables

The following Non-Software Deliverables are required:

- a) Conduct Project Kickoff Meeting
- b) Conduct and Document SVRS Joint Application Development (JAD) Sessions
- c) Configure and Implement SVRS
- d) Conduct Information Architecture Review
- e) Conduct Unit and System Testing
- f) Conduct Integration and Integration Testing
- g) Conduct Volume / Stress Testing
- h) Conduct Training of SOS Technical Staff
- i) Conduct Training of SOS Training Staff (Train-the-trainers of End Users)
- j) Support User Acceptance Testing (UAT)
- k) Data Migration Services
- l) Conduct Project Exit Meeting
- m) Software maintenance and support

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3.0 SCHEDULE OF EVENTS AND DEFINITION OF TERMS

3.1 Schedule of Events

The following table provides the Schedule of Events for this RFP through contract finalization and Notice to Proceed.

Table 3.1-1: Schedule of Events

EVENT	DATE	TIME
RFP released to Vendors (on or about)	04/15/04	
Vendor inquiry period begins (on or about)	04/15/04	
Notification to Department of State of the number of representatives attending the Vendor Conference	04/21/04	
Optional Pre-proposal Vendor Conference/site survey	04/29/04	9:30 A.M.
Preliminary State data model available	04/29/04	
Vendor review of preliminary State data model available until:	05/10/04	
Vendor inquiry period ends (Final inquiries due)	05/12/04	
Final State responses to Vendor inquiries	05/18/04	
Final date for proposal submission	06/18/04	4:30 P.M.
Invitations for presentations, if necessary	06/28/04	
Vendor presentations/discussion sessions/interviews, if necessary, weeks of	07/15/04 07/26/04	
Contract Finalization	09/23/04	
Anticipated Notice to Proceed	10/01/04	

3.2 Definition of Terms

The following terms and definitions apply to this RFP and any resulting contract.

<u>Term</u>	<u>Definition</u>
Acceptance Test Plan	An Acceptance Test Plan document describes in detail the series of tests and training to be performed with corresponding acceptance criteria
Agency	Department of State, State of New Hampshire.
Baseline software	The application software that is supported with future maintenance and enhancement releases without requiring additional customization or modification.
Deficiency	A failure or a defect resulting in a Deliverable not conforming to its Specifications, Terms, or Requirements of the contract, as applicable.
Department	Department of State, State of New Hampshire.
Desirable	Requirements that are not essential but are considered beneficial to the State, therefore a proposal meeting these preferred requirements may be selected over one that does not. Such requirements may be proposed and, if included in the contract, must be delivered to the State.
Election Period	The last two weeks of February and the month of March every year. In even numbered years, the last two weeks of August and the entire

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	months of September, October, and November.
Essential	Requirements that the Vendor must provide for the proposal to be considered. If marked “yes” in response to Appendix C, they must be included in the contract and delivered to the State.
Firm Fixed Price Contract	A firm-fixed-price contract provides for a price that is not subject to increase, i.e., adjustment (on the basis of the Vendor's cost experience in performing the contract).
HAVA	The Help America Vote Act of 2002 (Public Law 107-252) adopted October 29, 2002.
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.
Normal Business Hours	8:00 a.m. to 4:30 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Proposal	The submission from a Vendor in response to this RFP. An offer to enter into a contract made by the Vendor to the State.
Purge	Transfer voters from active voter files to archived file, normally due to legal requirements based on period of time registered voters have not voted in elections.
Secure	Standalone software must have been evaluated by the National Computer Security Center (NCSC) and passed the US Department of Defense’s Trusted Computer System Evaluation Criteria (TCSEC) frequently referred to as the “Orange Book” achieving a minimum security level of C2. Networked software must also achieve an NCSC minimum security level of C2 through an evaluation provided for in the Trusted Network Interpretation (TNI) which is frequently referred to as the “Red Book” of TCSEC.
State	The State of New Hampshire acting through the Department of State
SVRS	All elements of the proposed Statewide Voter Registration System including but not limited to all modules, software, interfaces, and all other elements.
SVRS Software	The off-the-shelf software and configured software for voter registration, customized for the State, provided by the Vendor in

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	response to this RFP software which the Vendor will commit to supporting.
Vendor	A company holding title to the SVRS Software that submits a proposal in response to this RFP.

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4.0 INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

All proposals in response to this RFP shall be submitted as outlined in Section 3.1: *Schedule of Events*, to:

State of New Hampshire
Department of State
c/o Paula Penney
State House, Room 204
107 North Main St.
Concord, New Hampshire 03301-4989
(603) 271-3242

Vendors shall submit one (1) original and ten (10) clearly identified copies of their proposal. The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked:

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Elections Division

RESPONSE TO SOS RFP 2005-001
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The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

Late submissions will not be accepted and will remain unopened. Delivery of the Proposals to the location above shall be at the Vendor's expense. The time of receipt shall be deemed to be when a Proposal has been officially documented by the Department of State, by being date and time stamped by the Department of State staff located in Room 204 of the State House, Concord, New Hampshire as having been received at the location designated above. The Department of State accepts no responsibility for mislabeled mail or for mail that is not delivered to the Department of State in a timely manner. Any and all damage that may occur due to shipping shall be the Vendor's responsibility.

All Proposals submitted in response to this RFP must be accompanied by the transmittal letter described in Section 4.20.2: Transmittal Letter. The original and all copies must be bound separately, delivered in sealed containers, and permanently marked as indicated above. One (1) copy of the Proposal Transmittal Letter must be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL." A Vendor's

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disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

4.2 Proposal Inquiries

All inquiries concerning this RFP, including but limited to, requests for clarifications, questions, and any changes to the RFP, shall be made in writing, citing the RFP title, RFP number, Page, Section, and Paragraph and submitted to the following RFP Point of Contact:

Anthony Stevens, Assistant Secretary of State
Department of State
State House, Room 204,
107 North Main St.
Concord, New Hampshire, 03301-4989
Telephone: (603) 271-5335
E-Mail: astevens@sos.state.nh.us

Vendors are encouraged to submit questions via e-mail, however, the State assumes no liability for assuring accurate/complete e-mail transmission/receipt and will not acknowledge receipt.

Inquiries must be received by the State's RFP Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Table 3.1-1: Schedule of Events). Written inquiries received later than the conclusion of the Vendor Inquiry Period may not be considered properly submitted and may not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Table 3.1-1: Schedule of Events; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase inquiries for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

4.3 Vendor Conference

A non-mandatory Vendor Conference will be held at the following location as identified in Table 3.1-1: Schedule of Events:

State House Annex, Room 411
25 Capitol Street
Concord, New Hampshire

All written inquiries received prior to or at the Vendor Conference will be read aloud and will receive unofficial oral responses at the conference. Official written answers to these inquiries will be distributed in accordance with Section 4.2: Proposal Inquiries, of this RFP.

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Vendors are requested to RSVP via e-mail by the date identified in Table 3.1-1: Schedule of Events, indicating the number of individuals who will attend the Vendor Conference.

Vendors will have an opportunity to make inquiries about the RFP and the State will make a reasonable attempt to reply if it deems it appropriate to do so. Inquiries may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable documentation.

Vendors are encouraged to submit written 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 e-mailed / mailed by the date specified as the Final State responses to Vendor Inquiries as specified in Table 3.1-1: Schedule of Events. Vendors are responsible for any and all costs associated with attending the Vendor Conference.

4.4 Not Used

4.5 Alteration of RFP

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

4.6 RFP Amendment

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an amendment 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 eighty (180) days following the deadline for submission of Proposals in Table 3.1-1: Schedule of Events, or until the effective date of any resulting contract, whichever is later.

4.9 Property of State

All material received, with the exception of software provided for demonstration and evaluation, in response to this RFP shall become the property of the State and will not be returned to the Vendor. Regardless of the Vendor selected, the State reserves the right to

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use any information presented in a Proposal. The State will provide a data set and data structure of its voter registration data to be migrated to the SVRS. Vendors will sign a document acknowledging that this information is the property of the State.

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

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the effective date of any resulting contract.

4.12 Non-Commitment

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

4.13 Proposal Preparation Costs

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

4.14 Oral Presentations and Discussions

The State reserves the right to require Vendors to make oral presentations of their Proposals. Any and all costs associated with an oral presentation shall be borne entirely by the Vendor. The Vendors should plan to provide demonstrations of their proposed systems as part of their presentations.

Prior to the determination of the award, a Vendor may be required to make an oral presentation to clarify any portion of their response or to describe how the functional requirements will be accomplished. Following oral presentations, vendor finalists may be required to leave their systems with the State and allow the State and town elections officials to test the Vendor's system(s) over a period as long as ten calendar days. If the Vendor has a client-server system, this would entail the Vendor leaving servers with the State during that period. If the Vendor has a browser-based system, this would entail browser access over the same period. Load testing using real or sample data is anticipated. Reference load testing narrative in Appendix D, Topic 15. Vendors may be asked to provide demonstrations of their proposed systems as part of their presentations during the period designated in Section 3.1: Schedule of Events.

4.15 Required Contract Terms and Conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire Terms and Conditions, contained in Appendix G: General Standards and Requirements, shall form

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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 supercede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

4.16 Award

The State reserves the right, at its discretion, to award by item, part or portion of an item, group of items, or total Proposal.

4.17 Proposal Submission Requirements

Vendors are permitted to submit multiple Proposals in response to this RFP, where different subcontractors are proposed in separate Proposals.

4.18 Proposal Format

Proposals should follow the following format:

- a) Each page of a Proposal should include a page number of total pages and identification of the Vendor in the page footer.
- b) Each Section of the Proposal should be separated by tabs.

4.19 Proposal Organization

Proposals must adhere to the following outline and must not include items not identified in the outline.

- a) Cover Page
- b) Transmittal Letter
- c) Table of Contents
- d) Section I: Executive Summary
- e) Section II: Glossary of Terms and Abbreviations
- f) Section III: Responses to System Requirements
- g) Section IV: Narrative Responses on Software Topics
- h) Section V: Narrative Responses on Technical Topics
- i) Section VI: Narrative Responses on Service Topics
- j) Section VII: Narrative Responses on Project Management Topics
- k) Section VIII: Corporate Qualifications
- l) Section IX: Qualifications of Key Staff
- m) Section X: Cost Proposal

4.20 Proposal Content

Proposals must contain the following:

4.20.1 Cover Page

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

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Department of State

RESPONSE TO SOS RFP 2005-001
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The cover page must also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and e-mail address.

4.20.2 Transmittal Letter

All Proposals submitted in response to this RFP must be accompanied by a transmittal letter that includes:

- a) Vendor's legal name and any other name under which the Vendor does business; mailing address; street address (for FEDEX or other mail services); name and title of individual who will sign the contract; name and title of the company contact person (if different); and for each key person: direct telephone number, fax number, and e-mail address;
- b) A statement that the individual who signs the transmittal letter is authorized to commit the company;
- c) A statement that the Proposal is effective for a period of one hundred eighty (180) days or the date the contract takes effect, whichever is later;
- d) A guarantee that prices quoted in the Proposal were established without collusion with other Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price;
- e) Acknowledgement that the Vendor has read this RFP and subsequent amendments (addendums), if any, of which subsequent addendums must be identified; and
- f) A statement confirming that the Vendor has reviewed and agreed to be bound by the State's Terms and Conditions in Section 6.0 herein and Appendix G 4.0, which shall form the basis of any contract resulting from this RFP.

4.20.3 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 4.19: Proposal Organization, but should provide greater detail, e.g., numbering, level of detail.

4.20.4 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 Section B 1.0: Compliance with System Requirements of 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.

4.20.5 Section II: Glossary of Terms and Abbreviations

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

4.20.6 Sections III: Responses to System Requirements

SVRS requirements are provided in Appendix C: System Requirements to this RFP. Requirements describe specific features that the State is seeking in this RFP document.

Requirements are separated into the following three categories indicating priority:

- a) Essential
- b) Desirable
- a) Optional

Completion of the last column on the right will require entry of a “Y” or “N”

A Vendor is to enter a “Y” if the proposed SVRS Software will provide the functionality required when delivered for evaluation during the Oral Presentations in accordance with the Schedule of Events in Section 3.1.

A Vendor is to enter a “N” if the proposed SVRS Software does not provide the functionality required when delivered for evaluation during the Oral Presentations in accordance with the Schedule of Events in Section 3.1.

Either a “Y” or “N” response must be entered for each requirement. Some requirements identify multiple attributes. A response of “Y” is appropriate only if the proposed SVRS Software will fulfill all attributes identified in the requirement at the time of the Oral Presentations in accordance with the Schedule of Events in Section 3.1.

If Vendors are confident that they can comply with requirements at a later date than the Oral Presentations, they are encouraged to provide comments referencing such requirements at the end of their response to Appendix C: System Requirements.

As noted previously, an electronic version of the Proposal must accompany printed copies. Vendors are advised to send electronic versions of completed templates in “read only” mode to provide security of their submissions.

4.20.7 Sections IV through VII: Topics for Mandatory Narrative Responses

Narrative descriptions of software, technical, service and project management topics contained in the Proposal must be in the form of responses to topics identified in Appendix D: Topics for Mandatory Narrative Responses. Appendix D is organized into four sets of topics, which correspond to sections of the Proposal.

Section D 1.0 of Appendix D provides software topics. Responses to these topics must be placed in Section IV of a Proposal.

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Section D 2.0 of Appendix D provides technical topics. Responses to these topics must be placed in Section V of a Proposal.

Section D 3.0 of Appendix D provides service topics. Responses to these topics must be placed in Section VI of a Proposal.

Section D 4.0 of Appendix D provides project management topics. Responses to these topics must be placed in Section VII of a Proposal.

The State may distribute topics among several teams for evaluation. Consequently, compliance with the following standard is essential.

An Appendix to a topic may be included only if an Appendix is identified as required or optional. If an Appendix is provided, it must be placed immediately after the response to the topic.

4.20.8 Section VIII: Corporate Qualifications

Section VIII should provide corporate qualifications of all firms proposed to participate in the project. Specific information to be provided is described in Section E 1.0: Required Information on Corporate Qualifications of Appendix E: Standards for Describing Vendor Qualifications.

4.20.9 Section IX: Qualifications of Key Staff

To evaluate qualifications of key staff, the State will consider three factors:

- b) Proposed team organization and designation and identification of key staff;
- c) Qualification of candidates for Project Manager; and
- d) Qualifications of candidates for key Vendor staff roles.

Section IX must be used to provide required information on these topics. Specific information to be provided is described in Sections: E 2.0: Team Organization and Designation of Key Vendor Staff; E 3.0: Candidates for Project Manager; and E 4.0: Candidates for Key Vendor Staff Roles, of Appendix E: Standards for Describing Vendor Qualifications.

4.20.10 Section X: Cost Proposal

The Cost Proposal must include the following:

An Activities/Deliverables/Milestones Worksheet prepared using the format provided in Table F 1.0-1 of Appendix F: Pricing Worksheets and any discussion necessary to ensure understanding of data provided;

A Proposed Position – Initial Contract Term Vendor Rates Worksheet prepared using the format provided in Table F 2.0-1 of Appendix F: Pricing Worksheets and any discussion necessary to ensure understanding of data provided;

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A Proposed Vendor Staff and Resource Hours Worksheet prepared using the format provided in Table F 3.0-1 of Appendix F: Pricing Worksheets and any discussion necessary to ensure understanding of data provided;

A Future Vendor Rates Worksheet prepared using the format provided in Table F 4.0-1 of Appendix F: Pricing Worksheets and any discussion necessary to ensure understanding of data provided;

A Software Licensing, Maintenance, and Support Pricing Worksheet prepared using the format provided in Table F 5.0-1 of Appendix F: Pricing Worksheets and any discussion necessary to ensure understanding of data provided.

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5.0 PROPOSAL EVALUATION PROCESS

The State will use a scoring scale of one hundred (100) points, which shall be applied to the proposed SVRS Solution as a whole, which includes both the SVRS and Implementation Services.

5.1 Proposal Receipt, and Review; Rights of the State in Evaluating Proposals

Proposals will be reviewed to initially determine if minimum submission requirements have been met.

Upon receipt, the proposal information will be disclosed to a selected group of individuals known as the evaluation team.

Scoring will be based on information including, but not limited to, the Vendor's proposal documents, references, interviews, product demonstrations/evaluations. The evaluation team shall be under no obligation to contact Vendors for clarification of proposals, but it shall reserve the right to do so at any time prior to contract award.

Based on the results of the evaluation, the proposals determined to be most advantageous to the State, taking into account all of the evaluation factors, may be selected by the State for further action.

The State reserves the right to:

- a) Consider any source of information in evaluating Proposals;
- b) Omit any planned evaluation step if, in the State's view, the step is not needed; and
- c) At its sole discretion, reject any and all Proposals at any time.
- d) Seek a "BEST AND FINAL OFFER" from Vendors submitting acceptable proposals which will give Vendors the opportunity to lower their cost proposal.

If a contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

5.2 Minimum Qualification

Minimum qualification: In order for a Proposal to be considered acceptable, eighty (80) percent of the Priority 1 items must be marked with a "Y". The State reserves the right to reduce the minimum qualification percentage as necessary to ensure that not less than three vendors will be further evaluated.

5.3 Planned Evaluation Steps

The State plans to use the following multi-tiered process:

- a) initial screening;
- b) preliminary evaluation of the Proposals and reference checks;
- c) oral interviews and software demonstrations/evaluations; and
- d) final evaluation of Proposals.

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5.3.1 Initial Screening

The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the following:

- a) Submission requirements as stated herein
- b) Minimum standards as defined herein
- c) Agreement to the State's terms and conditions without exception

A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.3.2 Evaluation of Written Proposals

The State will establish at least one (1) evaluation team to evaluate Proposals.

5.3.3 Oral Interviews and Product Demonstrations

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

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during oral interviews and product demonstrations.

For each invited Vendor, the oral interview may last up to two days. The product demonstration may last up to two weeks. A 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 Final Evaluation

The State will conduct final evaluations as a culmination of the entire process of reviewing Vendor Proposals and information gathering. After making a preliminary determination of award, the State reserves the right to conduct site visits to a Vendor location and/or government site(s) which utilize the Vendor software.

5.4 Proposal Evaluation

The State will select a Vendor based upon the criteria and standards contained in this RFP. Oral interviews, product demonstrations, and reference checks will be used to refine and finalize preliminary scores.

Qualified proposals will be scored on the basis of the criteria below. The State will use a scoring scale of 100 points, which shall be applied to the solution as a whole. Points will be distributed among four (4) factors:

- a) 40 points - Proposed Solution;
- b) 20 points - Vendor's technical, service, and project management;

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- c) 20 points - Vendor Qualifications (including any subcontractors); and
- d) 20 points - Solution Cost.
100 points - Total Possible Score.

5.4.1 Scoring of Proposed Software Solution

Forty (40) points are allocated for scoring of the proposed Software Solution. These points will be distributed among three sub-factors for software: Overall Fit; Software Topic Narratives; and Usability.

5.4.1.1 Overall Fit

Overall fit will be assessed from responses to specific SVRS requirements identified in Appendix C: SVRS Requirements of this RFP.

Narratives on Software Topics: Software topics that must be addressed in Proposals are identified in Section D 1.0 of Appendix D: Topics for Mandatory Narrative Responses of this RFP. Key aspects to be evaluated for topics are listed below.

- a) **Topic 1: Product Literature** – Product literature is requested as a reference only.
- b) **Topic 2: Software Architecture** – The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.
- c) **Topic 3: Software Releases** – The State will evaluate the degree to which the software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.
- d) **Topic 4: System Assurance** – The State will evaluate the degree to which the proposed SVRS includes system assurance safeguards.
- e) **Topic 5: Ad Hoc Reporting** – The State will evaluate reporting capabilities for robustness, ease of use and impact on transaction processing.

Usability: Usability refers to “look and feel” of the software. Specific aspects include:

Appearance (readability) of screens;

- a) Match of navigation among fields and screens with business operations;
- b) Number of screens and clicks required to complete routine transactions;
- c) Availability and efficiency of data entry shortcuts; and
- d) Convenience of moving between summary and detailed information.

5.4.2 Scoring of Vendor Technical, Service, and Project Management Proposal

Twenty (20) points are allocated for scoring of Vendor proposed Services. These points will be distributed among three sub-factors; Narratives on: Technical Topics; Service Topics; and Project Management Topics.

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Narratives on Technical Topics: Technical topics to be addressed in Proposals are identified in Section D 2.0: *Technical Topics* of Appendix D: *Topics for Mandatory Narrative Responses*. Point distributions and key aspects to be evaluated for topics are listed below.

- a) **Topic 6: Software and Hardware Recommendations** – The State will evaluate software and hardware recommendations.
- b) **Topic 7: NH Product Standards** – The State will evaluate the degree to which IT standards used in the Vendor provided product can be deployed with other State systems, or utilize existing professional standards.
- c) **Topic 8: Interface Standards** – The State will evaluate the ease of interfacing custom software from State agencies and business partners with the proposed Vendor solution product, and the degree of compliance with the specifications for export and import of data.
- d) **Topic 9: Backup and Recovery** – 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 SVRS.
- e) **Topic 10: Archiving** – The State will evaluate the degree to which the proposed archiving and retrieval scheme balances the need to minimize response time or offline and online processing with the ease of accessing historical data.
- f) **Topic 11: Environment Setup** – The State will evaluate whether proposed concurrent environments are sufficient to satisfy project needs, including phased implementation.
- g) **Topic 12 – Technical Knowledge Transfer** – The State will evaluate whether the technical knowledge transfer proposal will prepare State staff to accept responsibility for operating and, if the source code is purchased, responsibility for maintaining the SVRS at the conclusion of implementation.

Narratives on Service Topics: Service topics to be addressed in Proposals are identified in Section D 3.0: *Service Topics* of Appendix D: *Topics for Mandatory Narrative Responses*. Key aspects to be evaluated for topics are listed below.

- a) **Topic 13: Implementation Approach** – The State will evaluate the quality of analysis, reasonableness and flexibility evident in the proposed implementation approach.
- b) **Topic 14: Voter Registration Process Finalization** – The State will evaluate whether the proposed approach achieves an appropriate balance among current business processes, best practices and SVRS programming code that is supportable without modification.

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- c) **Topic 15: Testing** – The State will evaluate the quality of support the Vendor will supply to assist State testing staff and the effectiveness of the proposed Deficiency tracking and resolution. The State will also evaluate the opportunity for project leadership to participate in analysis, classification, and establishment of priorities for suspected Deficiencies.
- d) **Topic 16: Migration Strategy** – The State will evaluate the degree to which the Vendor will ensure that data migration is effective.
- e) **Topic 17: Interfaces** – The State will evaluate the quality, ease of programming, and the nature of the proposed assistance in developing required interfaces.
- f) **Topic 18: User Training Approach** – The State will evaluate whether the training approach is likely to adequately prepare State staff to use the new SVRS from the day of implementation, including maximum knowledge transfer to allow the State to conduct its own training in the future.
- g) **Topic 19: Help Desk Coverage** – The State will evaluate the degree to which the solution provided will prepare State staff to assume full responsibility for providing help desk support when demand stabilizes.
- h) **Topic 20: System Acceptance Criteria** – The State will evaluate whether proposed acceptance criteria will ensure that the SVRS is functioning effectively before being turned over for State maintenance.

Narratives on Project Management Topics: Project Management topics to be addressed in Proposals are identified in Section D 4.0: *Project Management Topics* of Appendix D: *Topics for Mandatory Narrative Responses*. Point distributions and key aspects to be evaluated for topics are listed below.

- a) **Topic 21: Status Meetings and Reports** – The State will evaluate the degree to which reporting will serve the needs of State project leaders.
- b) **Topic 22: Risk and Issue Management** – The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in risk and issue management.
- c) **Topic 23: Scope Control** – The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only absolutely essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

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- d) **Topic 24: Quality Assurance Approach** – The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.
- e) **Topic 25: Work Plan** – The State will evaluate whether the Vendor’s proposed Work Plan:
- 1) Is logically organized and achievable;
 - 2) Reflects current project management “best practices”;
 - 3) Identifies significant dependencies;
 - 4) Provides sufficient detail to enable the State to identify departures from the plan in time to institute corrective action;
 - 5) Is consistent with narratives on other topics;
 - 6) Is consistent with proposed staffing from the Vendor; and
 - 7) Assigns tasks to appropriately qualified resources.

5.4.3 Scoring of Vendor Qualifications

Twenty (20) points are allocated for scoring Vendor qualifications (including any Subcontractors). These points are distributed among four sub-factors: Corporate Qualifications; Organization and Size of the Vendor’s Proposed Project Team; Qualifications of Proposed Project Manager; and Qualifications of Proposed Key Vendor Staff.

Corporate Qualifications: Topics that will be considered in evaluating corporate qualifications include but are not limited to financial strength, availability of backup staff, corporate experience and project references.

Organization and Size of the Vendor’s Proposed Project Team: Topics that will be considered in evaluating organization and size of the Vendor’s proposed project team include, but are not limited to, coverage of significant areas, appropriate roles, designation and identification of key staff and timing of assignments.

Qualifications of Proposed Project Manager: Vendors must identify at least one project manager and up to three candidates for the role of Project Manager. Topics to be considered in evaluating qualifications of the proposed Project Manager include but are not limited to education, experience and references.

Qualifications of Proposed Key Vendor Staff: Topics to be considered in evaluating qualifications of proposed key staff include but are not limited to education, experience and references.

5.4.4 Scoring Solution Cost

The State will consider both implementation and subsequent 10 year license and maintenance costs, provided in Tables F 1.0-1: *Activities/Deliverables/Milestones Pricing Worksheet* and F 5.0-1: *Software Licensing, Maintenance, and Support Pricing*

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Worksheet. Cost information required in a Proposal is intended to provide a sound basis for comparing costs.

20 points are allocated for scoring of costs. The following formula will be used to assign points for costs:

$$\text{Vendor's Cost Score} = (\text{Lowest Proposed Cost} / \text{Vendor's Proposed Cost}) \times 20$$

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.

5.4.5 Optional Services and Software

The State is seeking information and pricing for the Optional Software and Services, which are identified in Appendix F, F 1.0-1, Appendix D, Table D 1.0-1 and Optional Topics 26-32, which include the following:

- a) Registration Card Batch and Scan Management
- b) Polling Place Management Module
- c) Poll Worker Management Module
- d) End User Training Assistance
- e) Data Conversion Assistance
- f) Address Standardization Assistance
- g) Campaign Finance Disclosure Module

Vendors may elect to complete the optional narratives and make price proposals associated with these topics. The proposals and pricing relating to these Options will not be considered in determining which Vendor is selected to provide the SVRS unless the State determines that two or more proposals are essentially equal. If two or more proposals for the SVRS are essentially equal, the proposals and pricing for Optional Software and Services may be considered by the State when it makes the final award.

6.0 GENERAL CONTRACT REQUIREMENTS

6.1 State of New Hampshire Terms and Conditions and Contract Requirements

The contract requirements set forth in Section 6.0: General Contract Requirements, herein and the State of New Hampshire Terms and Conditions contained in Appendix G 4.0 shall constitute the basis for any contract resulting from this RFP.

6.2 Contract Term Dates

Time is of the essence.

The Vendor shall be fully prepared to commence work by October 1, 2004 and to fully implement the requirements of this RFP by October 31, 2005.

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The Vendor's initial term will be dictated by the Work Plan as contained in the their proposal followed by a twelve (12) month warranty period, with a maximum of four (4) five-year (5) options to extend, at the sole discretion of the State, not to extend beyond November 30, 2026.

6.3 Vendor Responsibility

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 it uses any subcontractor. The Vendor may subcontract services subject to the RFP, including but not limited to, the terms and conditions in Section 6.0: General Contract Requirements herein and Appendix G 4.0: 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.

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, and any resulting contract. The Vendor may not subcontract any part of the goods or services it agreed to provide without prior written approval from the state.

6.4 Project Budget/Limitation on Price

The State has funds budgeted for this project, subject to Section 2.: Conditional Nature of Contract of the State of New Hampshire Terms and Conditions contained in Appendix G 4.0.

6.5 State Contracts

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

6.6 Non-Exclusive Contract

Any resulting contract from this RFP will be a non-exclusive contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the services or products identified under this procurement.

6.7 Vendor Staff

In their Proposal the Vendor shall assign and identify in their Proposal a Project Manager and key Vendor Staff, as required in Section 5.4.3: Scoring of Vendor Qualifications. The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, at the State's discretion, review of the proposed Project Manager's resume and qualifications, and an interview. The Project Manager must have full authority to make binding decisions under the Contract, and shall function as the Vendor's representative for all administrative and management matters.

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The Project Manager must be available to promptly respond within two (2) hours to inquiries from the State. The Project Manager must be available to meet in person at the site upon request of the State. The Vendor must use his or her best efforts on the Project. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract.

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.

The State reserves the right to require removal or reassignment of the Vendor's SVRS Project Staff found unacceptable to the State, e.g. convicted felons. Vendor staff must sign release to allow check for criminal record.

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

The State shall have the option to declare a Deficiency if Vendor does not provide Project Staff acceptable to the State.

6.8 Work Plan

Vendor shall submit a Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment schedule.

The Vendor shall update the Work Plan as necessary, but no less than every two weeks. Any substantive changes to the Work Plan shall require the prior approval of the State. Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the contract.

In the event additional time is required by the Vendor to correct Deficiencies, the schedule shall not change unless previously agreed in writing by the State. In the event of a delay in the schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the project. The schedule shall automatically extend insofar as the State's review of a deliverable is longer than what is set forth in the schedule.

6.9 Deliverables

The Vendor shall provide the State with the deliverables in accordance with the schedule. All deliverables shall be subject to the State's acceptance as set forth in Section 6.10: Testing and Acceptance herein. Upon its submission of a deliverable, the Vendor

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represents that it has performed its obligations under the contract associated with the deliverable. By unconditionally accepting a deliverable, the State does not waive 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, as applicable.

6.9.1 Written Deliverables Review

Except as provided below, the State will review the Written Deliverables for an acceptance period of five (5) business days after receiving the Deliverable and 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 of its acceptance or rejection thereof.

For Written Deliverables fifty (50) pages or more, the acceptance period will be increased from five (5) to ten (10) business days.

6.9.2 Software Deliverables Review

Described in Section 6.10: *Testing and Acceptance*.

6.9.3 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 of its acceptance or rejection of the deliverable.

6.10 Testing and Acceptance

The State requires that an integrated and coherent approach to complete system testing, Deficiency correction, acceptance, training, and warranty services be provided to ensure a successful project. The State requires the Vendor to bear all responsibilities for the full suite of testing, except for user acceptance testing as described herein, subject to State guidance and approval.

All vendor responsibility regarding testing and acceptance addressed herein shall apply to testing the SVRS as a whole and its discrete parts (e.g., software modules or functions). This shall include planning, test scenario development, data and system preparation for testing, and execution of unit, module or function, and system integration testing, and

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support of the State during user acceptance testing. The Vendor will correct all Deficiencies and support all required re-testing as described below.

6.10.1 Testing

6.10.1.1 Time Allocated to Testing Activities

As identified in the Test Plan and documented in the Work Plan, State testing will commence upon the Vendor's 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.

The State is concerned about the amount of time that will be allocated to testing. It is crucial that State training and testing activities not be abbreviated in order to meet project implementation schedules. The Vendor must disclose in their Proposal the scheduling assumptions used in regard to State efforts and duration required for testing.

Vendors are invited to discuss this issue in their Proposals and to offer an alternate approach. However, if Vendors propose a significantly larger ratio of development/configuration time and effort to training and testing time than a 4:1 ratio, they must explain the rationale for their alternate approach. Prior to contract execution, a fixed ratio of development/configuration time to effort of training and testing time will be discussed and agreed to. No deviations from the fixed ratio will be permitted during the course of the project except by express written approval of the State.

6.10.1.2 Vendor Responsibilities

6.10.1.2.1 Test Planning and Preparation

The Vendor will bear all responsibilities for the full suite of test planning and preparation throughout the project.

These responsibilities include the identification, preparation, and documentation of all test plans, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, and expected results. (The State will supply test data from its existing data set.) 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.

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. In summary, the State will be presented with a Test Plan, all test variants, 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.

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In its Proposal, the Vendor is to include its proposed Test Plan methodology. 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 project Work Plan (the first project deliverable).

6.10.1.2.2 Regression Testing

As described above, the Vendor will be responsible for developing the Test Plans and all test materials, and for executing all tests and certifying their completion prior to user testing. As a result of the user testing activities, problems will be identified that require correction. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.

During this problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State means selective re-testing 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.

When a programming change is made in response to a problem identified during user testing, a regression Test Plan must 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: first, to validate that the change/update has been properly incorporated into the program; and second, to validate that there has been no unintended change to the other portions of the program. Therefore, the Vendor will be expected to:

- a) Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
- b) 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
- c) 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 application to the users for retesting. 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.

In their Proposals Vendors must acknowledge their responsibilities for regression testing as described in this section.

6.10.1.2 State Testing

6.10.1.3.1 Test Plan

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The Test Plan will guide all testing. The testing will be conducted by the State, or its designee, in a test environment independent from the Vendor's development environment. The Vendor must assist the State with testing as requested by the State, at no additional cost. Within five (5) business days of receiving certification from the Vendor that the SVRS is installed, complete and ready for State testing, and the State's personnel having been trained, the State will commence system acceptance tests. The Vendor must assist the State with such tests as reasonably requested by the State at no additional cost to the State.

6.10.1.3.2 State System Testing and Integration Testing

The Systems and Integration testing includes all the discrete parts and the System as a whole. The State will conduct System and Integration testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the system, module or function, or element under review. The State will conduct Integration testing, utilizing test data developed, as identified in the Test Plan, to validate modifications, fixes, or other systems interacting with the SVRS Software.

6.10.1.3.3 State User Acceptance Testing

The State will conduct User Acceptance Testing (UAT), utilizing test and live data, as identified in the Test Plan, to validate reports, conducting stress and performance testing, and any other final actions expected of the Vendor-provided SVRS solution. Upon successful conclusion of UAT, a Letter of Acceptance will be issued by the State as described in Section 6.11.3: Warranty Period.

6.10.1.4 Failure of Test; Retesting

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

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

For each minor failure of an acceptance test, (e.g., a temporary work around or cosmetic change is required), the acceptance period shall be extended by the corresponding time.

If there is a significant failure of the SVRS Software, (e.g., it becomes unusable in whole or in part), then the test period for that function or module may start over, at the sole discretion of the State.

If the Vendor is not able to make the corrections within the time allotted by the State, or the entire integrated SVRS fails the acceptance test, the State may, at its option: 1) terminate the contract, in whole or in part, by providing written notice to the Vendor, without penalty or obligation to the State and deem the Vendor in default; 2) return the Vendor's product provided under the Contract and receive a refund of all amounts paid,

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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 pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of all acceptance testing under the Contract.

6.11 Warranty

6.11.1 Warranties

6.11.1.1 System

The Vendor shall warrant that the SVRS, including but not limited to the SVRS and the individual modules or functions, and elements, must operate to conform to the specifications, terms, and requirements of the Contract, including but not limited to all SVRS elements, i.e., the software and any interfaces.

6.11.1.2 Software

The Vendor shall warrant that the SVRS Software, including but not limited to the individual modules or functions, and elements, furnished under the Contract is properly functioning, compliant with the requirements of the Contract, and will operate in accordance with the specifications.

6.11.1.3 Non-Infringement

The Vendor shall warrant that it has good title to, or the right to allow the State to use, all services, equipment, and SVRS Software provided under this contract, and that such services, equipment, and SVRS Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

6.11.1.4 Viruses; Destructive Programming

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

6.11.1.5 Compatibility

The Vendor shall warrant that all SVRS components, including but not limited to the individual modules or functions, and elements, including any replacement or upgraded SVRS Software components provided by the Vendor to correct Deficiencies or as an enhancement, shall operate with the rest of the SVRS Software without loss of any functionality.

6.11.1.6 Services

The Vendor shall warrant that all services to be provided under the Contract will be provided in a professional manner in accordance with industry standards; that services

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will comply with performance standards; and that time is of the essence in connection with the Vendor's performance of all its obligations under the Contract.

6.11.2 Warranty Services

The Vendor shall agree to maintain, repair, and correct Deficiencies in the SVRS, including but not limited to the individual modules or functions, and elements, 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 design defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient SVRS Software and documentation.

The Secretary of State will be responsible for providing direct end-user support. The Vendor is not expected to provide direct end-user support.

Warranty services shall include, without limitation, the following:

- a) Maintain the SVRS in accordance with the Specifications, terms, and requirements of the Contract;
- b) Repair or replace the SVRS or any portion thereof so that the SVRS operates in accordance with the specifications, terms, and requirements of the Contract;
- c) Given that the Vendor will support State technical staff, and the State staff will support the end users, the Vendor must have available to the Secretary of State on-call telephone or email assistance with responses within one (1) hour of telephone request or within one (1) hour of email receipt according to the following schedule:
 - 1) during the Election Period – twenty (20) hours per day and seven (7) days per week
 - 2) outside the Election Period - between 8 AM and 4:30 PM Monday - Friday
- d) On-site additional services within four (4) business hours of a request;
- e) Maintain and make available to the State a record of the activities related to warranty repair or maintenance activities performed for the State;
- f) For all warranty services calls, the Vendor shall ensure the following information will be collected, maintained, and disclosed to the State:
 - 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;
- g) The Vendor must work with the State to identify and troubleshoot potentially large-scale software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the SVRS Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat SVRS Software problems; and
- h) All Deficiencies found during the warranty period and all Deficiencies found with the warranty releases shall be corrected by the Vendor no later than fifteen (15) business days, unless specifically extended in writing by the State, and at no additional cost to the State. (see Section 6.10.1.4: *Failure of Test; Retesting*)

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

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full warranty period (see section 6.11.3: Warranty Period, below).

6.11.3 Warranty Period

The warranty period will initially commence upon the State issuance of a Letter of Acceptance for the SVRS Software and will continue through twelve (12) months following the Vendor receiving a Letter of Acceptance from the State.

If within the last thirty (30) calendar days of the warranty period, the SVRS 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 SVRS must be corrected and run fault free for thirty (30) calendar days.

6.12 Software Maintenance and Support

The Vendor will support State staff and State staff will support the end users. The Vendor must provide the following minimum software and services for each five-year increment:

- a) SVRS Software releases as part of the software licensing maintenance agreement;
- b) The Vendor must have available to the State on-call telephone or email assistance with responses within one (1) hour of request;
- c) During the Election Period – twenty (20) hours per day and seven (7) days per week
- d) Outside the Election Period - between 8 AM and 4:30 PM five days a week;
- e) On-site or with remote diagnostic services within four (4) business hours of a request;
- f) Repair or replacement of the Software, and maintenance of the SVRS Software in accordance with the Specifications and terms and requirements of the Contract;
- g) Repair or replace the SVRS, or any portion thereof, that is Deficient;
- h) Document and deliver to the State a record of the activities related to maintenance activities performed for the State;
- i) For all maintenance services calls, the State expects the following information to be collected, maintained, and disclosed to the State upon request:
 - 1) nature of the Deficiency;
 - 2) current status of the Deficiency;
 - 3) action plans, dates, and times;
 - 4) expected and actual completion time;

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- 5) Deficiency resolution information; and

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

6.13 Administrative Specifications

6.13.1 Reasonable Travel Expense

The Vendor must assume all travel and related expenses. In the event that the State elects optional deliverables, labor rates will be “fully loaded”, including, but not limited to:

- a) Meals;
- b) Hotel;
- c) Airfare;
- d) Car rentals;
- e) Car mileage; and
- f) Out-of-pocket expenses.

6.13.2 Shipping and Delivery Fee Exemption

The State will not pay for any shipping or delivery fees.

6.13.3 Project Workspace and Office Equipment

The State will provide the following workspace and office equipment for the project:

- a) Workstations for the State staff that will be assigned full time to the project;
- b) Table and chairs for workstations;
- c) Meeting facilities sufficient to satisfy project needs (the Vendor and State will agree to these needs during the finalization of the Project Work Plan);
- d) Personal computers for State and Vendor staff assigned to the project, for use only when they are working on the SVRS in New Hampshire;
- e) A server to support sharing of information; and
- f) Shared office equipment, including printers and photocopiers.

6.13.4 Access

As applicable, and subject to the applicable laws and regulations, the State will provide the Vendor with access to all State owned and operated program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contract.

6.13.5 State-Owned Documents and Copyright Privileges

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

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6.13.6 Intellectual Property

The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the software, and their associated documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such software, modifications, and documentation developed under the contract and to authorize others to do so. However, the State shall not make the software available for use by another state, except to the extent that is needed to exchange data for voter verification.

6.14 Pricing

6.14.1 Activities/Deliverables/Milestones Dates and Pricing

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. A worksheet is provided in Appendix F 1.0, Table F 1.0-1: *Activities/Deliverables/Milestones Pricing Worksheet*.

6.14.2 Software Licensing, Maintenance, Enhancements, and Support Pricing Worksheet

The Vendor must provide the minimum software and services through software licensing, maintenance, enhancements, and support: A worksheet is provided in Appendix F 5.0.

For software licensing, maintenance, and support costs, complete a worksheet provided in Appendix F 5.0, Table F 5.0-1: *Software Licensing, Maintenance, and Support Pricing Worksheet*. All costs must be included in the table.

6.14.3 Invoicing

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted must meet with the approval of the State and said approval shall not be unreasonably withheld. The Vendor shall only submit invoices for services or deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each deliverable and identification of the deliverable for which payment is sought, and the acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

6.14.4 Not Used

6.14.5 Overpayments to 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 notice.

6.14.6 Credits

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The State may apply credits due to the State against the Vendor's invoices with appropriate information attached.

6.14.7 Records Retention and Access Requirements

The Vendor shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract.

The Vendor shall also agree to the following:

- a) The Vendor and any of 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 the Contract. The Vendor and its subcontractors shall retain all such records for five (5) years after the expiration or termination of the Contract. Records relating to any litigation matters regarding the Contract shall be kept for six years or one (1) year following the termination of litigation, including all appeals, whichever is longer.
- b) 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. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the six (6) year period after the Contract term or six (6) year term following litigation. The Vendor shall include the records retention and review requirements of this section in any of its subcontracts.

6.15 Licenses

The Vendor shall submit copies of its proposed SVRS Software license agreement which shall not contain any terms or provisions that conflict with the State's software license and warranty requirements set forth in Sections 6.15.1: *License* and 6.11: *Warranty*, respectively.

6.15.1 License

6.15.1.1 Grant

The Vendor shall grant the State a perpetual, nonexclusive, nontransferable, and irrevocable license to the SVRS Software and its associated documentation.

6.15.1.2 Software and Documentation Copies

The Vendor shall provide the State with a sufficient number of hard copy versions of the SVRS Software's associated documentation and an electronic copy in Microsoft Word format and one electronic copy in PDF format. The State shall have the right to copy the SVRS Software and its associated documentation for its internal business needs. The

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State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

6.15.1.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to reverse assemble, reverse compile or otherwise derive a source code version of the SVRS Software. (This provision will apply only if the State does not purchase the source and object code of the SVRS software.)

6.15.1.4 Title

The Vendor must hold all title, right, and interest in the SVRS Software and its associated Documentation.

6.15.1.5 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, the State's General Terms and Conditions, Appendix G 4.0.

6.16 Not Used

6.17 Project Holdback

The State will withhold ten (10) per cent of the agreed deliverables pricing tendered by the Vendor in this FIRM FIXED PRICE (FFP) contract until successful completion of the warranty period as defined in Section 6.11.3: Warranty Period.

6.18 Escrow of Code

The 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 SVRS Software source and configuration code in escrow. The source and object code shall be released to the State if one of the following events has occurred: the Vendor has made an assignment for the benefit of creditors; the Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind; a receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets; or the Vendor or its subcontractor terminates its Maintenance and Operations Support Services for the State for the SVRS Software or has ceased supporting and maintaining the SVRS Software for the State, whether due to its ceasing to conduct business generally or otherwise. A sample escrow agreement is provided in Appendix G 5.0.

This provision will apply only if the State licenses the SVRS Software.

6.19 Termination

Should the State not accept a deliverable or the Vendor breaches its warranty, the State may terminate the Contract, at its sole discretion. Upon such termination, the State shall receive prompt reimbursement of all payments made to the Vendor under the Contract.

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APPENDIX A: BACKGROUND INFORMATION

A 1.0 Department of State Organization

The Secretary of State is responsible for the management and successful implementation of the chosen SVRS solution.

The Secretary of State is one of the Constitutional offices established at the time of statehood. The Secretary oversees the Department of State and is New Hampshire's chief elections officer.

The Department of State is comprised of the Administrative Office, Elections, Vital Records, Records Management and Archives, Uniform Commercial Code, Corporations, Securities Regulation, and Information Systems. Each of these functions provides diverse services to state agencies, other public entities and citizens of the State of New Hampshire. The Secretary employs approximately 80 employees.

A 2.0 Background

The Secretary has been working toward the development of a New Hampshire centralized voter registration system (SVRS) since the 2002 passage of the Help America Vote Act (HAVA). Under state legislation passed in 2003 (HB 577) and federal legislation passed in 2002 [Public Law 107-252, (HAVA)], the State of New Hampshire, through the chief state election official, is required to implement a single, uniform, official, centralized, interactive and computerized statewide voter registration list defined, maintained and administered at the state level. The state has determined the best solution to be a complete replacement of all individual automated town/city voter registration checklist systems by a single statewide voter registration and election management system. The primary users of the SVRS will be the 236 towns and cities, 75 village districts and the Department of State Election Division.

The Secretary of State has conducted planning sessions involving the Statewide Voter Registration Database Task Force over the past year. Minutes of these sessions are posted on the HAVA section of the Department of State website at <http://www.sos.nh.gov/HAVA/index.htm>.

A 3.0 Strategy to Develop and Implement

The Department of State's experienced project staff has built on the work done in a statewide review of town/city systems in 2002 and 2003. They have updated the town/city profiles, researched other states' activities, organized and have managed business requirements, created decision support models and facilitated stakeholder communications.

New Hampshire's SVRS will combine registration and may include some elections management functionality.

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New Hampshire's electoral system is sufficiently unique that a voter registration system that works in other states may require modification to work in New Hampshire.

Because of the state's unique system and requirements, it is prudent to have a statewide solution in place by the city elections in September and November, 2005. The completed system will be first utilized during the Spring of 2006. Town meeting election dates vary. Hence, they provide a less concentrated format when compared to statewide elections.

A 4.0 System Users

New Hampshire town/city clerks and supervisors of the checklist and the Secretary of State's Elections Division will be the primary users of the SVRS. The following users will either receive or contribute information to the new statewide system

- General Public (R, P)
- Political parties (R)
- Candidates (R, P)
- Interest groups (R)
- U.S. Social Security Administration (P)
- N.H. Division of Motor Vehicles (R, P)
- Division of Vital Records (P)
- Office of Emergency Management (E-911) (P)
- N.H. Department of Justice (R, P)
- U. S. Department of Justice (R)
- N.H. Department of Correction (P)
- U.S. District Court for New Hampshire (R) and
- N.H. Administrative Office of the Courts (R).

Legend: R = Receives data P = Provides data

A 5.0 Goals and Objectives

A 5.1 The goals of this project are to:

- a) Establish a secure single statewide voter registration system that meets or exceeds current town/city system capabilities and that meets state and federal statutory and regulatory requirements.
- b) Improve the accuracy of voter registration records by enhancing the abilities of the towns and cities to verify legitimate voter registrations, identify unqualified voters, correct or purge incorrect, duplicate or inactive voter registrations, archive obsolete data and report valid voter registration information as required by law.
- c) Enhance town/city and SOS abilities to access real-time voter registration.
- d) Standardize town/city election data management practices through consistent use of best practices with a single statewide system.
- e) Meet sponsor and stakeholder requirements for a functional, secure, robust and scalable SVRS.

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- f) Satisfy requirements for New Hampshire's election day registration and all applicable state laws.
- g) Enable town/city elections officials to keep and report voter activity and history.
- h) Ensure that names of each registered voter appears on the computerized list and ensure that only voters who are not eligible to vote are removed.
- i) Ensure that duplicate voter records on the state database can be identified on a real time, interactive basis, including on election day, in the event that a city or town has the necessary PCs and connectivity.
- j) Verify voter registrant status to differentiate between pending, active and inactive, as well as cancelled voter records.
- k) Assign a unique voter identifier number for each registered voter.
- l) Provide verification and query capabilities that will allow the SOS to validate SVRS data by comparison with data held by other state agencies.
- m) Enable towns/cities to query the SVRS for the existence of an applicant's record that originates from a different town/city.
- n) Facilitate on-line daily extraction, as required, from other agency databases for registrant validation – to obtain incarceration and death notifications.
- o) Online access is needed by system users for verification of the accuracy of the information on the voter registration (Social Security number, driver's license number, name, address).
- p) Include capability to allow digitized signature storage and retrieval capabilities.
- q) Enable checking of names, party registration and domicile of candidates filing for office.
- r) Export data to external systems that would generate ballots in multiple formats (e.g. to accommodate hand count, Accuvote and Optech precinct count optical scanners).
- s) Enable immediate electronic access to the central SVRS by state and local election officials. Immediate access is interpreted to mean that the system operates in real time.
- t) Allow local election officials or applicants to enter data while an applicant registers over the counter.
- u) Achieve adequate technology roll-based and user-based security measures to prevent unauthorized access or tampering.
- v) Provide an automated process to enable local officials to register as users and obtain appropriate access to the SVRS.
- w) Provide web access for the general public, with functionality limited to inspecting their registration status, party affiliation, and polling place location.
- x) Include the usual and customary functionality of a voter registration system.
- y) Otherwise comply with all requirements set forth in this RFP.

A 5.2 Key User Needs

The proposal shall address the following key user needs:

- a) Ease of movement among registration functions
- b) Seamless integration of voter registration functions with other functions such as address library management, absentee voting management, and petition checking
- c) Clear, unambiguous data fields

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- d) Pull down menus and pick lists ensuring uniform jurisdiction name, street names, etc.
- e) A robust report library and custom reporting capabilities
- f) Scanning and image storage capabilities
- g) User maintained values in address and look-up tables
- h) An intuitive and user friendly system
- i) Training and user manuals
- j) Integrated help screens for all data elements, associated information screens that provide state law and regulation information – SOS input, FAQs, etc.
- k) Ongoing, responsive technical support
- l) 20 x 7 system availability during the Election Period
- m) Very high performance data entry, processing, list production and inquiry capabilities
- n) System flexibility to handle changes in State and Federal election laws

A 5.3 Project Management Team Goals

The Project team's goals are:

- a) Efficiency and effectiveness, emphasizing ability to capture transactions in real-time and to eliminate duplicate entry.
- b) End user empowerment: expands end user knowledge in understanding how SVRS functions.
- c) Quality, consistency, and accessibility of information available to State and local users. Supports better decision making through real-time availability of information.
- d) Eliminate redundant data and systems by implementing a single integrated SVRS.
- e) Automation for areas where there is currently little automation.
- f) Modern technologies that can migrate to the technologies of tomorrow, providing for open standards-based technical platforms, relational database systems, standard reporting capability, tight security and authentication technology, and integration of business processes.
- g) Smooth transition to new SVRS through effective change management practices, merging best practices, contractual and statutory requirements, and capabilities and approaches built into proven implementation strategies, supported by sustained project team commitment.
- h) To achieve these objectives, the project team will rely on a number of critical success factors to sustain project commitment spanning multiple years. These success factors are best summarized as follows:
 - o Communications: Communicate effectively and consistently with management, legislators, other elected officials, working groups, and stakeholders.
 - o Improvement: Assess and evaluate project activities, looking for ways to leverage opportunities without sacrificing quality.
 - o Commitment: Encourage and promote stakeholder engagement in the project.
 - o Educate: Deliver information that offers people an opportunity to understand issues, arguments, and decision directions.
 - o Embrace Change: Understand that change is difficult and requires reinforcement, and that "Change is OK."

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A 6.0 Primary User Characteristics

The SVRS would connect to at least one local election official in each of two hundred thirty-six (236) towns, cities and unincorporated places in the state, enabling them to manage their own voter registration needs. The SVRS must allow local election officials with roll-based or user-based security clearance to exercise control over the voter registration information related to voters within their respective jurisdictions. The local officials will be the primary users of the system, and Secretary of State staff will be administrators and secondary users. Town and city voter registration totals for the November, 2002 election are identified in Appendix H.

A 7.0 SVRS

A 7.1 Business Concept

The 2000 Presidential election left many citizens in doubt about the integrity of our national election system. In a variety of studies and reports, the problem, to the extent that it involved voter registration systems, was attributed to poorly trained poll workers, incorrect processing of voter registrations, lack of up-to-date statewide voter registration systems, inconsistently applied standards and inappropriate voter purges. As a result of these problems, in late 2002, Congress passed HAVA. A component of that federal act, Section 303, requires all states to implement central voter registration systems. State legislation to implement a centralized statewide voter registration system was adopted pursuant to HAVA in 2003.

Based on HAVA requirements, expert opinion and collaboration with New Hampshire towns and cities, a single statewide voter registration system is needed that will reveal that a single individual is registered in more than one town and provide the capacity to verify voter registration with death, motor vehicle, and criminal conviction records. Building a central database that interfaces with multiple, diverse, town/city voter registration database systems would not satisfy HAVA requirements. All towns and cities will need to use the same centralized statewide voter registration system to comply with HAVA. Towns and cities will continue to register voters and manage elections. Counties have no role in administration of elections.

A 7.2 Technical Concept and Transition Issues

Approach: The SVRS project will consider a variety of approaches to provide access to system information and tools. This access will allow users to view available information within the limits of their authorizations to the SVRS. The SVRS will provide tools for voter registration and elections management as well as provide options to display reports on a screen, export the same information in a number of standard formats and to print directly from the SVRS. (Refer to standard formats in Appendix C, Section I, D 6.) The SVRS will provide data availability to all stakeholders who have a legal need for it, while respecting voter privacy. The SVRS will include adequate technical security to prevent unauthorized access to the SVRS and its data files.

Data Conversion and Standardization: The State has commenced work on address standardization and conversion of local voter data into a single statewide data repository.

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The State will use the E-911 system as the address standard, and may use other systems such as CASS to refine addresses. The Vendor will be responsible for migrating data from the State's single data repository into the SVRS once user testing is complete and SVRS has been accepted by the State. Once the information contained within the State's single data repository is migrated into the SVRS, the State accepts responsibility going forward for inputting missing data into the SVRS. Refer to optional deliverables entitled "Data Conversion Assistance" and Address Standardization Assistance" in Appendix F Table F 1.0-1, Appendix D Table D 1.0-1, and Appendix D, Optional Topics 30 and 31.

System Capability: The completed SVRS will offer a secure, robust, integrated and scalable voter registration system solution to the state's 236 town/city election offices and the Secretary of State. The contractor must demonstrate expertise in industry standards and best practices in its design, development, implementation and user system documentation.

Usability: The SVRS should be intuitive and easy to use. The State favors providing end-users with the choice of rapid full-form on-screen data entry or field-by-field data entry with on-screen help. The SVRS should render it possible for elections officials to conduct rapid heads-down data entry. Alternately, allow a less experienced end-user to receive step-by-step help-boxes as they enter the data. Towns and cities will continue to control and manage data input, deletions and corrections.

Imaging: New Hampshire has a less extensive petition process when compared to many other states, particularly western states. Only certain cities have initiative and recall processes. Typically, clerks encounter few petitions in an election cycle, except that candidates may file for office by presenting signed petitions rather than paying a fee. Clerks are not required to check signatures on voter registration forms unless there is reason to question whether such person signed a petition. Local election officials do not expect to have images of voter registration card available. However, over time, local election officials will probably find imaging useful. In particular, they may find it useful to image the party change form in order to resolve disputes about party registration. Hence, the SVRS should be designed to incorporate images such as party change forms, signatures, and voter registration forms, and be scalable in the event that image use rises.

Communications: The state or local governments will provide, at a minimum, low-speed (minimum 28.8 Kbps connection) communications outside the scope of this RFP. Vendors should not include the cost of communications from clerks' offices and polling places in their proposals. Refer to "Town/City Technology" below for information on statewide internet connections to polling places. The SVRS must be accessible via virtual private network (VPN), secure socket layer (SSL) or other encryption technologies such as triple DES and digital certificates, over the Internet and capable of being updated in real time.

Training: The State requires the Vendor to provide:

- a) Technical SVRS training of state IT staff (up to 6);

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- b) SVRS super user training of state and local personnel (up to 24) who will train approximately seven hundred (700) end users as the State plans to establish its own training capacity.

The State desires a project approach that will minimize training for end users. The State expects to partner with the Vendor so that state/local training personnel become experienced in the full range of training process issues and can help shape the training program from the beginning. However, it is expected that intuitive screens and menus and on-line help capacity will avert the need for extensive classroom training. Refer to optional deliverable entitled "End User Training" in Table F 1.0-1: Activities/Deliverables/Milestones Pricing Worksheet.

Database administration: The State plans to take over system administration during the implementation, relying on training from the Vendor. With the guidance of the Vendor, the State will manage the performance and security of the system. The Vendor should prescribe any additional networking equipment required for optimum performance and security, such as load balancing and intrusion detection capacity. The Vendor will train technical staff at the state level to maintain the database and user tables to the maximum extent possible, minimizing reliance on Vendor support for all except the most difficult of tasks.

Hardware acquisition: The State plans to purchase its own hardware, relying on Vendor recommendations. The State will assume responsibility for hardware installation and maintenance.

Support and maintenance: The Secretary is still considering options for ongoing support and maintenance of the SVRS. The Vendor should provide a price for software support, including ongoing software upgrades. The Vendor should provide a price for programming support for (non-warranty) enhancements to the SVRS .

Help Desk: Currently, a third party help desk contractor receives initial calls from end users of the Vital Records system on a 24 x 7 basis and attempts to resolve the end user's problem. If the problem is not resolved, the help desk assigns the problem to a technical expert or a subject matter expert in the Department of State.

The Department of State Elections Division expects to follow a similar approach when implementing SVRS. The Department of State will be responsible for help desk support to end users of the SVRS with reliance on the Vendor, as described in Section 6.11.2 entitled "Warranty Services", during the warranty period.

Town/City technology: Over 80% of clerks' offices in New Hampshire cities and towns currently have Internet connections and staff who are familiar with the use of a browser. Most cities and towns will have one to three voter registration system users including a town clerk and/or a supervisor of the checklist. Medium-sized cities and large towns may have eight users on a voter registration system on a LAN. Manchester, the largest city and biggest system client, may have up to twenty-five voter registration system end users

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– all located on a LAN in the City Clerk’s office. If the SVRS is used for election day registration, the number of users in each community could increase.

By June 2005, the N.H. Division of Vital Records will distribute one (1) new PC to each of the cities and towns for access to the SVRS using a browser. Every town and city clerk office will receive an HP 1300 printer if they do not already have one. Since some cities and towns will keep their older equipment, the SVRS must be able to function using Microsoft Windows Operating System version 2000 or above and Microsoft Internet Explorer Version 5.5, with 128 bit encryption, and above.

A static proprietary Statewide network connecting municipalities with SVRS does not exist. Town election officials will be responsible for Internet connections into the SVRS. Internet connections at New Hampshire polling places can be estimated as follows:

<u>Polling place location</u>	<u>Number</u>	<u>Internet Likelihood</u>	<u>Est. Internet Hook-ups</u>
Schools	94	90%	85
Town halls	95	50%	47
Administration	17	90%	15
Fire stations	12	80%	9
Libraries	1	100%	1
Churches	18	10%	2
Community Centers	7	50%	4
Other	<u>65</u>	20%	<u>12</u>
Total	<u>309</u>		<u>175</u>

Additional wiring would be necessary in most locations with Internet connections to bring connectivity into the area of the buildings housing polling places. Certain towns probably have provided their supervisors a laptop, and a majority of towns appear to have an Internet connection to the building in which their polling place is housed. However, the town or city often does not have direct management authority over the facility used as a polling place, and polling places for the same ward or town may change from election to election. The above estimates suggest that real-time activity on election day might ramp up without State subsidy, once local officials recognize the advantages and commit themselves to making the necessary changes.

The towns utilize a variety of Vendors and homegrown systems to satisfy their current voter registration database requirements. Some of the vendors being used today, based on a recent survey, include (in alphabetical order) Avitar, Business Management Systems (BMSI), Municipal Software Corporation (CityView), Interware, Munis, MuniSmart and Vadar Systems. The voter registration modules of these local systems will be replaced by SVRS. Upon implementation, SVRS must be able to export files in standard formats to these systems. Refer to standard formats in Appendix C, Section I, D 6. Refer to Table A 13.0-2 Current Municipal Vendor Systems (file output only).

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A 8.0 Challenges

A 8.1 Concept Challenges

Process diversity among towns and cities: The diversity of processes and degree of local autonomy is one of the potential challenges involved in implementing a single elections management system.

There are 234 towns and cities in New Hampshire, and two unincorporated areas organized for the purposes of voting. Towns and cities carry out most elections functions in accordance with state law. Training is provided by the Secretary of State and the Attorney General. All SVRS data input and data use must be authorized or mandated by state law.

Town/city and district election processes are similar but there are differences between towns and cities. Differences include methods of districting, data conventions, purge and update processes/cycles, document handling and storage, protocols to enter voter registration data and election results in their communities. Town/city and district profiles differ in elected versus appointed election officials, population density, technical sophistication and funding bases.

City charters (in 13 cities) may provide for certain diversity in procedures and responsibilities from those that would apply under state law.

Approximately 90 village districts (water, sewer, lights, etc.) function under uniform state law, and may be additional users of the SVRS. Village district checklists will be the same as town checklists within individual street address ranges. However, village district boundaries will differ from township boundaries.

Low bandwidth for many towns: The lack of high speed bandwidth in remote areas and even to some medium- sized towns will be a reality for the next few years.

A 8.2 Critical Implementation Issues

State management of data conversion and address standardization: Department of State staff is overseeing conversion and migration of voter registration data from 236 stand-alone sites to a single format, starting with data systems that vary from paper files to complex proprietary customized elections databases.

This in-house conversion process began in February, 2004. In-house database structure has been defined, parsing routines are being developed, databases will be collected in the Spring and Summer of 2004, and address vetting routines will be developed. Final databases from towns will be collected and converted to the new format after the November, 2004 elections.

The State will manage data entry of data which is missing from the database files of the local jurisdictions.

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A 8.3 Critical Economic Issues

Funding: Federal funding will pay for 95% of the project, with a 5% state match. Funding for the SVRS project is adequate to cover the implementation costs, but not necessarily all of the ongoing costs of program maintenance and support.

State law requires that the project not begin until an amount equal to 20 times the estimated annual staffing and maintenance cost has been set aside. While this is not viewed as an impediment to the project, the State and Vendor must work together to ensure that the cost and risks of maintenance and support are minimized.

A 8.4 Critical Scheduling Issues

Election timing: The project staff has been developing the overall project plan and budgets, researching other states and meeting with individual towns and cities and other stakeholders to reach consensus on the project scope.

It will take approximately 12 months to fully implement a central system from the date of contract. The Vendor must anticipate scheduled elections when planning critical events, such as conversion, system cross-over from reliance on local databases and stress testing. The schedule of elections is identified in the table below:

Election	Year	Month
Town and school meetings	2005	March - May
City primaries	2005	September
City general elections	2005	November
Town and school meetings	2006	March – May
State primary	2006	September
State General Election	2006	November

The 2005 off-year elections will serve as a test of statewide implementation. HAVA mandates that states implement their central systems by January, 2006. The State seeks full implementation of the SVRS by the March, 2006, town meeting elections. Federal law requires the SVRS be fully functioning prior to the September, 2006 primary and November, 2006 general election.

These timelines demand that the system implementation must begin no later than November, 2004, to meet the deadlines.

A 8.5 Technology Issues

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- a) Preferred databases: Since existing expertise in the State is adequate in the Oracle and MS SQL Server database and development environments, these are the preferred database environments.
- b) Other agencies' technologies: HAVA requires a significant level of data exchange with other agencies. This requirement causes the Department of State to rely on those other federal and state agencies for the methods and schedule for the exchange of accurate data with the State.
- c) Local Communications: Network connections to many small towns communicate at 28Kbps or 56Kbps. The Department of State Division of Vital Records will supply local connectivity where no such Internet connection exists today. The Vendor is not expected to supply connectivity where inadequate connectivity exists. The towns are generally responsible for maintaining their Internet connections. The bandwidth limitation would require that during the initial years following implementation, transmissions must be exclusively in data format, without images or clipped signatures. However, during the life cycle of the proposed system, network connections could increase and larger towns and cities could decide to utilize images from a central repository. Hence, the SVRS must be scalable to permit or deny image transfers.
- d) Reliance on State communications network: The Vendor is expected to integrate the SVRS with the existing NH State Unified Network (NH SUN). The state centralized staff within the Office of Information Technology (OIT) support the SUN system and the associated firewalls.
- e) Reliance on State Data Center: During the 2005 implementation, the servers will be hosted by OIT at the Data Center on Hazen Drive. OIT will supply firewall maintenance, emergency fail-over, back-up and disaster recovery there. There may or may not be a redundant server off-site. The SVRS will operate within the NH SUN system.

A 8.6 Future Technology State

- a) On-line election day registration and verification: Relatively few local election officials currently bring a PC to the polling place on election day to enter names and check voter registration information. As the advantages of the SVRS are recognized, local officials are expected to increasingly bring PCs to the polling place on election day and link to the SVRS. The SVRS must be scalable to enable local officials, on election day, to mark who voted, enter new registrants, search for duplicates and verify data against other agency databases.
- b) Few images will be used during implementation. However, as time goes on, towns and cities will identify imaging needs for such documents as party change documents and registration forms. These towns and cities will elect to purchase the necessary equipment such as scanners, ensure their Internet connectivity is adequate, and then use the SVRS to implement imaging. The SVRS must provide imaging functionality and be scalable to satisfy this growth in use.

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- c) Upon implementation, the SVRS must be able to verify drivers licenses on voter registration with other states' departments of motor vehicles, as such service becomes available through the State Division of Motor Vehicles, which will interface with the American Association of Motor Vehicle Administrators (**AAMVA**). The SVRS must provide verification functionality and be scalable to satisfy a growth in use of this function.

A 9.0 Statewide Strategic Information Technology Plan (SSITP)

The Office of Information Technology recently published a State of New Hampshire four (4) year Statewide Strategic Information Technology Plan (SSITP) 2004-07 – <http://nh.gov/technology/sitp.html>. The SSITP 2004-07 contains the vision, goals, and strategy for the electronic delivery of government services on the Internet and details future e-government direction and implementation strategy. The SSITP 2004-07 helps government leaders anticipate and respond to significant external changes, accelerates IT learning across state agencies, and leverages investments in information technology across State agencies.

A 10.0 State Technical Architecture

Components of the State's technical architecture include The State Network Environment: The State operates ten (10) independent, wide-area networks using frame relay technology. The Department of State is connected to the State WAN, or NH SUN. Town and city clerks are generally not connected within the NH SUN.

Internet Access: All State agencies are connected to the State's intranet, New Hampshire State Unified Network (NH SUN). This WAN provides access to e-mail, the Internet and the State's financial applications. Some agencies have their own Internet service providers in addition to NH SUN.

The Internet connection to the State is a matrix of redundant links to multiple ISP's totaling 25 Mb/s. If necessary, the State can expand this pipe.

A 11.0 Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by current information technology initiatives, the Statewide Strategic Information Technology Plan 2004-07, and the State's e-Government Architecture Plan. This environment is end user centric, utilizing the Internet/Web whenever possible, promoting electronic transactions, and centralized common services (security, e-payment, content search), where possible.

The selected solution must be able to integrate with the State standard components described above NH SUN (State's Intranet) and e-payment.

The process and SVRS Software application should integrate with the State of New Hampshire standard application for electronic content management, FileNET. This includes but is not limited to imaging, web content management, document management,

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records management, report management, web publishing, case management, workflow, and electronic forms.

A 12.0 IT Policy and Standards

The Vendor shall abide by all the applicable State of New Hampshire policies and standards, e.g., password standard. The State of New Hampshire Office of Information Technology (OIT) policies and standards can be located at <http://www.nh.gov/technology/index.html>.

A 13.0 Interfaces

New Hampshire's situation is unique. Since there is no central voter registration database, no current automated interfaces to agencies exist. Vital Records operates in the Department of State, but at a different location.

Below are the required agency interfaces, transaction types, and data involved.

Table A 13.0-1 Required Agency Interfaces

Agency/Product	Transaction type	Frequency	Data involved	Input or output	Technical Architecture
NH Dept. of Safety, Division of Motor Vehicles, which will interface with the U.S. Social Security Administration, and the American Association of Motor Vehicle Administrators	Verification of New Hampshire driver's license numbers, out-of-state drivers license numbers, and social security numbers	Goal is real time with each new registration. 40,000 transactions per election. Most entries occur during week following election day.	Name, Mailing address, physical address, last four digits of SSN, date of birth, driver license number, state issuing drivers license	Output and Input (two-way)	Oracle
NH Dept. of State, Division of Vital Records: NHVRIN	Verification against death records	Goal is real time. Complete batch update at least once before each election.	Name, last four digits of SSN, mailing address, physical address, date of birth	Input	Oracle Database with PowerBuilder front end

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NH Department of Corrections: OMS	Verification against felony incarceration and felony end of sentence data	Aggregate match of two databases initially; then daily batch update as incarcerations and releases occur.	Name, alias names, mailing address, physical address, last four digits of SSN, date of birth	Input	SQL Server
E-911 NH Dept. of Safety: The E-911 Mapping	Address standardization	Aggregate match initially. Later, when town completes a significant change in its standard addresses or gets added to the E-911 system.	Physical address	Input	Microsoft SQL Server
U.S. Post Office: CASS	Address standardization	Aggregate match initially then ad hoc, batch	Mailing address	Input	N/A
U.S. Post Office: NCOA	Address change	Periodic release of address changes	Mailing address	Input	N/A

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Table A 13.0-2 Current Municipal Vendor Systems (file output only).

Vendor	Estimated Number of NH Locations	Address	Contact Information
Avitar	20	150 Suncook Valley Highway, Chichester, NH 03258	Gary Roberge E-mail: groberge@avitarofneinc.com Nancy Watson Phone: (603)798-4419 Fax: (603)798-4263 Website: www.avitarofneinc.com
Business Management Systems, Inc. (BMSI)	90	33 Dow Avenue, Franconia 03580-0907	Bruce Perlo E-mail: bsp@bmsi-fund.com Phone: (603)823-5578 Website: www.bmsi-fund
Municipal Software Corporation (CityView)	1	250 H Street, Suite 244 Blaine, WA 98231	E-mail: CityView@MunicipalSoftware.com Phone: (250)475-6600;1-800-665-5647
Interware Development Company	30	22 Tater Street Extension, Mont Vernon, NH 03057	Sandra Rowe E-mail: srowe@interwaredev.com Phone: (603)673-7155 Fax: (603)673-2241 Website: www.interwaredev.com
MUNIS, Inc.	2	370 US Route 1, Falmouth, ME 04105	Phone: (207) 781-2260 Toll Free: (800) 772-2260 Fax: (207) 781-3585 Email: info@munis.com Website: http://www.munis.com/
MuniSmart	25	1 Washington Center, Suite 302, Dover, NH 03820	John Trottier E-mail: jatrottier@munismartsystems.com Phone: (603)743-4772 Fax: (603)742-4214 Website: www.munismart.com
Vadar Systems, Inc.	6	12 Clocktower Place, Suite 100 Maynard, MA 01754	Millard Rose Phone: 1-877-823-2700 ext. 5828 E-mail: millard-rose@vadarsystems.com Website: http://www.vadarsystems.com/

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A 14.0 Sources of Additional Information

Sources of additional information are available to assist Vendors in developing Proposals. Descriptions of available documents follow.

A 14.1 HAVA State Plan at:

<http://www.sos.nh.gov/HAVA/index.htm>

The Updated State Plan provides background for the project and aggregate budget figures.

A 14.2 Minutes of planning meetings

The above HAVA web site includes minutes of user meetings to plan the statewide voter registration system.

A 14.3 Related Documents.

Other documents that are required include:

- a) Certificate of Good Standing/Authority. Certificate must be dated after April 1st of the current year. It can be obtained from the Department of State – Corporate Division by calling (603) 271-3244 or (603) 271-3246. Obtaining such certificate may entail submitting other documents, such as a certificate of good standing from the company's state of domicile. Forms are also available on: <http://nh.gov/sos/corporate/index.htm>
- b) Signature Verification Form / Certificate of Vote
- c) Proof of Insurance

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A 15.0 State Project Management Team

State staffing for the project will include those identified in the table below. Roles planned for State staff follow:

Table A 15.0 – 1 State Project Management Team

Name	Division	Project Team Member	Role and Responsibility
William M. Gardner	SOS Executive, CEO, Project sponsor	Yes	Ultimately responsible for the successful Implementation of the SVRS.
Dave Scanlan	SOS Executive	Yes	Project Executive. Chair of HAVA State Committee. Primary contact for changes to scope. Signs off on project payments.
Anthony Stevens	Project Administrator	Yes	Described below in A-15.3 & A-15.5.
Dan Cloutier	Project Coordinator	Yes	Described below in A-15.4 & A-15.5
Orville (Bud) Fitch II	Department of Justice	Yes	Reviews all documents for legal compliance. Analyses IT protocols, design, and agency interfaces. Assists with change management, training.
Steve Sullivan	SOS Information Services	Yes	Described below in A-15.6
Barry Bodell	Dept. of Administrative Services Administrator	Yes	Oversight of SOS business operations and purchasing staff. A subject matter expert in state budgeting and financial management.
Paula Penney	Business Services	Yes	SOS Purchasing Manager. SOS procurement policies and procedures.
Unassigned	Election Officer Liaison	Yes	Help desk and coordinator for 236 local jurisdictions, to facilitate and carry out data conversion and training.

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A 15.1 Project Management Team

The members of the Project Management Team (“PMT”) are identified above.

In addition to the Project Manager, the PMT will include area leads identified below. Additional State staff may participate in the PMT as need arises.

A 15.2 Advisory Committee

The Advisory Committee will include the SOS Executive, Project Manager, Project Coordinator, Department of Justice Representative, two representatives from the Office of Information Technology, SOS Information Services Director, 3 town and city clerks, 3 supervisors of the checklist, and 2 persons representing town and city IT and management.

The Advisory Committee will require the person proposing any scope change to provide:

- a) A detailed description of the proposed change;
- b) Justification for the proposed change;
- c) A projected cost for the change; and
- d) Analysis of other alternatives considered.

If the Advisory Committee supports the proposed scope change, it will forward a recommendation to the Project Management Team. If the PMT agrees, it will endorse the Advisory Committee’s recommendation and forward the recommendation to the Project Sponsor for action. This multi-level review is intended to ensure that only essential changes are implemented. The State wants to limit changes to scope to the extent feasible.

Since early 2003, the Department of State has identified and met with a group of about 80 potential end users to identify the mission, goals, objectives and requirements of SVRS. It will continue to rely on this user group to evaluate proposals, finalize the business process, and test the system during implementation. Refer to minutes on the Department of State’s HAVA web page: <http://www.sos.nh.gov/HAVA/index.htm> The Advisory Committee will act as a liaison with the user group.

A-15.3 State Project Manager (Anthony Stevens)

The State Project Manager will be responsible to the Project Sponsor and the PMT for everything that the Project does or fails to do, and has the primary responsibility for seeing to the Project’s success.

Major duties include:

- a) Leading the project, project planning and control;
- b) Promoting the project statewide;
- c) Developing project strategy and approach;
- d) Engaging and managing all contractors;
- e) Managing significant issues and risks;

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- f) Stakeholder liaison;
- g) Monitors contract terms and compliance;
- h) Administers project payments;
- i) Formulating, training and managing a team to support local elections staff; and
- j) Coordinating change management issues.

A-15.4 Project Coordinator (Dan Cloutier)

- a) Coordinate data conversion and address standardization;
- b) Coordinate Project Implementation;
- c) Configuration and testing lead;
- d) Training lead;
- e) Coordinate State staff involvement;
- f) Escalate topics that cannot be resolved;
- g) Ensure proposed process changes are considered by process owners; and
- h) Configuration lead.

During the testing phase, responsibilities will focus on:

- a) Coordinating acceptance testing;
- b) Establishing priorities for resolution of SVRS Deficiencies; and
- c) Tracking SVRS Deficiencies through resolution.

A-15.5 Training and Communication Leads (Anthony Stevens and Dan Cloutier)

The Training and Communications Leads' responsibilities include:

- a) Guiding and coordinating review of curriculum developed by the Vendor;
- b) Assessing training needs;
- c) Reviewing the Training Plan;
- d) Evaluating training;
- e) Establishing user support facilities; and
- f) Maintaining the Project web site and other media used for communication.

A-15.6 Technical Lead (Steve Sullivan)

The Technical Lead will devote up to half time to the project and will be responsible for:

- a) Purchase SVRS hardware;
- b) Establishing and maintaining network facilities;
- c) Establishing and maintaining required technical environments for development and production;
- d) Addressing printing requirements, both central and remote;
- e) Addressing production capacity sizing requirements;
- f) Assisting with agency SVRS Software and hardware maintenance and upgrades;
- g) Performing database administration activities;
- h) Establishing backup/recovery and disaster recovery procedures, with assistance of OIT;

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- i) Carrying out backup/recovery and disaster recovery procedures, with assistance of OIT;
- j) Monitoring performance tuning;
- k) System Development Manager;
- l) Primary responsibility for ongoing system maintenance, change controls, allocating resources from System Development staff;
- m) Information technology subject matter expert in SOS;
- n) Systems Development Life Cycle policies and procedures for SOS;
- o) Assign infrastructure resources and Technical staffing
- p) Provide leadership on information technology best practices;
- q) Project oversight and IS policy decisions; and
- r) Review and approval of final deliverables

A-15.6 Subject Matter Experts (SMEs)

The State's subject matter experts (SMEs) in the Department of State Elections Division have played, and will continue to play, a critical role in defining business needs and SVRS Software functionality. Each expert has a special, in-depth knowledge of a business area that will enhance the PMT's understanding. As a group, they will offer direct support to the PMT and to agency personnel as necessary.

A 15.7 Quality Assurance

The State may elect to engage a quality assurance consultant to support its PMT, or it may rely on personnel recruited from the towns and cities. If the State exercises the option to hire a quality assurance consultant, the role of the quality assurance consultant focus on coordinating review of deliverables, contributing to risk and issue management and generally assisting in monitoring project progress.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

The State seeks proven, stable SVRS Software implemented by an experienced Vendor using a well-qualified team. Extensive information is requested in Section 4.20: Proposal Content, to enable the State to evaluate such factors. Coverage in Appendix B is limited to specific minimum requirements. A Proposal that fails to satisfy any requirement in this section may be rejected without further consideration.

B 1.0 Compliance with System Requirements

System requirements are listed in Appendix C to this RFP.

Requirements are grouped into three priority categories. The Vendor proposed SVRS Software must have eighty (80) percent of priority 1 requirements marked Y. The State reserves the right to reduce the minimum compliance percentage as necessary to ensure that not less than three vendors will be further evaluated.

Instructions for responding to individual requirement provide for two options:

- a) A Vendor is to enter a "Y" if the proposed SVRS Software will provide the functionality required when delivered for evaluation during the Oral Presentations beginning July 15, 2004.
- b) A Vendor is to enter a "N" if the proposed SVRS Software does not provide the functionality required when delivered for evaluation during the Oral Presentations beginning July 15, 2004.

B 2.0 Vendor Implementation Service Experience

The Vendor must have completed voter registration system implementations for at least one government client comparable in size and complexity to the State of New Hampshire within the last five years. The specific project proposed software version and functionality must be described.

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APPENDIX C: SYSTEM REQUIREMENTS

The spreadsheet will be structured to ease preparation of Sections III through VII of the Proposal. Vendors should submit completed spreadsheet electronically and in writing.

C 1.0 Priority 1-3 Requirements

State requirements represent required features of the SVRS product. A list of Priority 1-3 requirements organized by subject area are listed in a separate Excel workbook, entitled "SOS RFP 2005-001 Appendix C.xls".

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narratives describing software, technical matters, services, and project management to responses to topics identified in this section. The following table identifies specific topics for narratives. A recommended page limit is identified for each topic. If a response to a topic exceeds the page limit, the State may limit its consideration to the prescribed page limit. Appendices can be: required, not permitted; or optional. Appendix pages are not counted as part of the “Page Limit”.

Table D 1.0-1: Topics Requiring Narratives	Page Limit	Separate Appendix
Software Topics		
Topic 1 – Product Literature	1	Required
Topic 2 – Software Architecture	3	Not Permitted
Topic 3 – Software Releases	5	Not Permitted
Topic 4 – System Assurance	3	Optional
Topic 5 – Ad Hoc Reporting	3	Not Permitted
Technical Topics		
Topic 6 – State Infrastructure	2	Not Permitted
Topic 7 – NH Product Standards	2	Optional
Topic 8 – Interface Standards	2	Not Permitted
Topic 9 – Backup and Recovery	2	Not Permitted
Topic 10 – Archiving	2	Not Permitted
Topic 11 – Environment Setup	2	Not Permitted
Topic 12 – Technical Knowledge Transfer	5	Not Permitted
Service Topics		
Topic 13 – Implementation Approach	10	Not Permitted
Topic 14 – Voter Registration Process Finalization	6	Not Permitted
Topic 15 – Testing	6	Optional
Topic 16 – Migration Strategy	2	Not Permitted
Topic 17 – Interfaces	6	Not Permitted
Topic 18 – User Training Approach	10	Not Permitted
Topic 19 – Help Desk Coverage	3	Not Permitted
Topic 20 – System Acceptance Criteria	6	Not Permitted
Project Management Topics		
Topic 21 – Status Meetings and Reports	3	Required
Topic 22 – Risk and Issue management	3	Not Permitted
Topic 23 – Scope Control	2	Not Permitted
Topic 24 – Quality Assurance Approach	6	Not Permitted
Topic 25 – Work Plan	No Limit	Required
Optional Software and Services		
Topic 26 – Registration Card Batch and Scan Management	3	Not Permitted
Topic 28 – Poll Worker Management Module	2	Not Permitted
Topic 27 – Polling Place Management Module	2	Not Permitted
Topic 29 – End User Training Assistance	3	Not Permitted
Topic 30 – Data Conversion Assistance	2	Not Permitted
Topic 31 – Address Standardization Assistance	5	Not Permitted
Topic 32 – Campaign Finance Disclosure Module	3	Not Permitted

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D 1.0 Software Topics.

This section provides a series of topics related to the proposed software that the State of New Hampshire will consider in its evaluation.

Topic 1 – Product Literature

Response Page Limit: 1 – Appendix Required

Provide an appendix with sales literature describing functionality of the proposed software. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses. *(The one (1) page limit for this topic refers to the reference table only. No limit is imposed on the appendix. Also, sales literature refers to published material available to prospective clients).*

Topic 2 – Software Architecture

Response Page Limit: 3

The State prefers a Web-based system, with a browser as the principal user interface mechanism. It is open to the use of Oracle or MS SQL Server.

Provide a description of the technical architecture of the proposed solution. The following topics, at a minimum, should be addressed:

Is the proposed software based upon an n-tiered, browser-based architecture?

Does any part of the proposed solution require software (other than a browser) that needs to be installed on the client workstation? If yes, describe software that must be installed and the access authorization level required to install it.

Are there any components of the system that must reside on another platform?

What application servers are used to support the proposed solution?

What add-on or third-party software is required to support the functionality desired by the State?

What programming languages are used for development, configuration and customization of the proposed solution?

What components of the software, such as middleware, are proprietary?

What is the growth potential of the proposed system?

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.)

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, with reference to Table F 6.0, Proposed State Resource and Staff Hours.

Please provide a list of and describe the APIs exposed by your system for external application use and the technologies supported (DCOM, J2EE, etc.).

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Topic 3 – Software Releases

Response Page Limit: 5

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

- What types (maintenance, enhancement, other) of release are planned?
- What is the historical (past 3 years) and expected frequency of each type of new release?
- What is the current version of the current release?
- How is the content of future releases determined?
- How is the content of a release communicated to the client?
- Do government clients have input through a users' group or some other mechanism?
- Are enhancements made for specific clients included in future releases?
- What specific enhancements are planned for release within the next 24 months?
- What resources, planning, and technical skills are required to install a release of each type?
- Can components of a release be applied individually or by module without adversely affecting the overall functionality of the system?
- Do configuration settings carry forward from one release to the next or must they be reinstalled?
- Do patches carry forward from one release to the next, or must they be reinstalled?
- How long is a release supported?

Topic 4 – System Assurance

Response Page Limit: 3 – Appendix Optional

Describe the system assurance provisions incorporated into the proposed software. At a minimum, discuss the following:

- What process or methodology is employed within the proposed software to ensure data integrity?
- To what degree does the approach rely on system assurance capabilities of the relational database management system (RDMS)?
- If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?
- What out-of-the-box system assurance reports are provided for online and offline processing?
- Is there a roadmap for identifying and correcting discrepancies? What diagnostic edit trail is available?

Indicate whether the proposed software provides the types of reports and functionality described. If yes, attach excerpts sample reports as an appendix. If no, discuss the creation of such reports.

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Topic 5 – Ad Hoc Reporting

Response Page Limit: 3

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:

Ad hoc reporting;
Online analytical processing (OLAP);
Creation of data extracts, and
Historical reporting.

D 2.0 Technical Topics

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a statewide voter registration system. A maximum recommended length of response for each topic is defined.

Topic 6 – State Infrastructure

Response Page Limit: 3

The State believes that:

- New central processing capacity will be required to support the software solution;
- Much of the existing network capacity will be adequate for the software solution; and
- Desktop capacity available when the software solution is implemented will be adequate.

If these conclusions require reconsideration, provide alternate recommendations with supporting rationale. Focusing on central processing capacity, provide and discuss the specific upgrades proposed. Discussion should address the following:

- What specific hardware configuration does your solution recommend?
- What assumptions, metrics or benchmarks served as a basis for the recommendation described?
- What methods of communication does your solution support?
- What specific bandwidths are required at both the server site and satellite sites to support the methods of communication your solution supports.
- What are the minimum and optimal desktop standards for the software solution?
- If minimum and optimal desktop standards are different, how will the optimal solution serve the State better than the minimum solution?

Propose a response standard that will be satisfied and discuss how it can be measured.

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Topic 7 –New Hampshire Product Standards

Response Page Limit: 2

Describe standards incorporated into the proposed software for:

Database: Oracle or Microsoft SQL Server
Electronic Data Interface (EDI);
Electronic signatures;
GIS (Geographic Information System): ESRI

Identify whether standards employed are national in origin or are unique to the proposed software.

Topic 8 – Interface Standards

Response Page Limit: 2 – Appendix Optional

The State anticipates that some agencies and business partners will need to interface custom software identified in Appendix A, Table A 13.0-1 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:

What types of interfaces are possible with the proposed system (e.g., online, batch, etc.)?
What data is available to other systems? What data may be imported/updated from other systems?

What tools are provided with the system for the development of interfaces?

What programming languages and/or query languages are required for development of interfaces?

What scheduling tools are required for initiation of interfaces? Are these tools included with the proposed software?

Are there any constraints upon the timing of batch interfaces?

Does the system employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.

What standard interface formats are used with the proposed SVRS Software? What degree of flexibility is available?

Topic 9 – Backup and Recovery

Response Page Limit: 2

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. Identify which tools are included as part of the Vendor's solution and which must be provided by the State. Describe the impact of the proposed backup process on the operation of the system. Also address the following:

Use of and method for logging and journalizing;

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Single points of failure and recommended approaches for their elimination;
Approach to redundancy; and
Impact of software license fees.

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

Topic 10 – Archiving

Response Page Limit: 2

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 near line, and offline) 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.

Vendors should discuss future implementation of imaging in this narrative.

Topic 11 – Environment Setup

Response Page Limit: 2

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 phased implementation of system modules, including all necessary training.

The State believes that additional software license fees solely related to establishing environments for normal activities would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

Topic 12 – Technical Knowledge Transfer

Response Page Limit: 5

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 each operations, configuration/development and business analyst staff. Use specific examples from past system implementations to explain how its proposed approach to technical training and knowledge transfer would allow the State to operate independently when the implementation ends.

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D 3.0 Service Topics.

This section provides a series of topics related to proposed services that the State of New Hampshire will consider in selecting the proposed software solution and system. A maximum recommended length of response for each topic is defined.

Topic 13 – Implementation Approach.

Response Page Limit: 10

The State would like to implement the selected software as quickly as feasible at the lowest possible price. Consequently, the State seeks suggestions on an implementation approach.

Provide one or more feasible implementation plans. For each plan provided:

- Identify timeframes for major milestones;
- Discuss cost implications of the plan, including implications on maintenance fees; and
- Address the level of risk associated with the plan.

To assist the State in evaluation of the implementation plan or plans discussed, include:

- A listing of modules that constitute the proposed software;
- Identification of modules that should be considered core;
- Identification of modules that are neither required nor proposed to satisfy State requirements; and
- A general description of functionality contained in each module.

Conclude by recommending a single implementation plan, which is used as a basis for the cost proposal.

Topic 14 –Voter Registration Process Finalization

Response Page Limit: 6

Voter registration process elements have been identified in the December 17, 2004 meeting minutes on the State's HAVA website at <http://www.sos.nh.gov/HAVA/index.htm>. A final set of process requirements has not been finalized, however. Through facilitated sessions involving end users, the towns and cities must jointly agree on the final business process to be used.

The State understands that change in its existing voter registration and validation processes may be required to take best advantage of the selected software or to avoid modification of the selected software.

Describe the mechanism that will be employed to identify, review and, if appropriate, modify existing business processes of voter registration and registration validation.

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Discuss the proposed methodology or approach to identification of issues by area. Also discuss standards for documenting changes to the voter registration and registration validation processes, including mapping to existing processes. Be sure to address the following aspects of this topic:

- How will State and local election staff participate in the process?
- How many State and local election staff will be needed for what timeframe?

Describe at least three major business transformations that resulted from recent implementations. Discuss obstacles that were encountered in achieving the three major business transformations and how they were overcome. Discuss how the use of best practices assisted staff in implementing the product.

Topic 15 – Testing

Response Page Limit: 6 – Appendix Optional

State staff will conduct acceptance testing, but support from the selected Vendor is required, refer to Section 6.10: *Testing and Acceptance*. To define the type of support that will be provided, address the following questions:

- How much time should the State plan to complete acceptance testing of each component/module?
- 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?
- What support will be provided to prepare State/local staff for conduct of acceptance tests?
- How will members of the testing team be prepared to test the configured SVRS Software?
- What documentation of configured SVRS Software will be available to the testing team?
- How will on site support for the State/local testing team be provided?
- Based on experience in similar projects, how many and what types of defects are likely to be encountered in acceptance testing?
- Based on experience in similar projects, propose an error rate at which the Vendor will withdraw the SVRS from acceptance testing for further development and testing prior to the State restarting the acceptance testing.
- How quickly will a suspected defect be investigated, and what classifications are planned for suspected defects (see definition of Deficiency in Section 3.2)?
- Will software tools be used to isolate performance problems?
- What tools will be used to document and track status of suspected defects?
- Will these tools be available to the State after the project is completed?
- What role will the State play in classification of suspected defects?
- How quickly will software defects be corrected?
- How will the State participate in defining priorities for defect correction?

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- How will system performance be measured and documented using the State's infrastructure and data?

Provide a sample acceptance test plan from a completed project as an appendix.

Topic 16 – Migration Strategy

Response Page Limit: 2

Conversion of electronic records, without images, will be required from a single State database written in MS SQL Server. Explain the process and State staff time required. Any discussion of the option to assist the State with data conversion – converting the databases from the towns - should be limited to a separate one-page summary associated with “Data Conversion” in Table F 1.0-1.

Topic 17 – Interfaces.

Response Page Limit: 6

No current interfaces to other agencies exists at this time. System interface requirements are described in Appendix A 13.0.

Constructing interfaces will require cooperative efforts involving State, local and Vendor staff. Discuss the proposed approach for developing interfaces. Be sure to distinguish between State and Vendor responsibilities.

Topic 18 – User Training Approach.

Response Page Limit: 10

The State seeks discussion of supplemental training alternatives in addition to a recommended training approach.

Describe the conduct of an assessment of State user needs; develop a curriculum for each audience; and conduct, evaluate, and refine training courses. Questions to address include, but are not limited to, the following:

- What type of training (instructor led vs. computer based) will be used for each purpose and why?
- What methods will be employed to evaluate training activities?
- Will on-line screens and manuals be adequate to enable trained users to research answers to their own questions?
- If the perception is that they're not adequate, can those manuals be quickly revised?
- How will the State be prepared to conduct ongoing training after implementation is completed?
- Are training manuals on-line and maintained as part of a maintenance agreement?

Topic 19 – Help Desk Coverage

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Response Page Limit: 3

Describe support for the Help Desk function incorporated into the Proposal. Include discussion of the following:

- Coordination of Help Desk with change management and training activities;
- Training to be provided to the Help Desk agents;
- Describe interim state and vendor staffing needed during peak Help Desk demand periods;
- Development of a Help Desk knowledge base; and
- Metrics based on Help Desk inquiries.

Topic 20 – System Acceptance Criteria

Response Page Limit: 6

Propose measurable criteria for State final acceptance of the system. Discuss how the proposed criteria serve the interest of the State.

D 4.0 Project Management Topics

This subsection provides a series of topics related to management of the project that the State of New Hampshire will consider in selecting the SVRS Software and system. A maximum recommended length of response for each topic is defined.

Topic 21 – Status Meetings and Reports

Response Page Limit: 3 – Appendix Required

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

Introductory Meeting: Participants will include key Vendor staff and State project leaders from the Department of State. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.

Kickoff Meeting: Participants will include the project team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

Status Meetings: Participants will include project leaders from the Vendor and the State. These meetings, which will be conducted at least once every two weeks, will address overall project status and any additional topics needed to remain on schedule and within budget. A status report from the Vendor will serve as the basis for discussion.

The Work Plan must be reviewed at each Status Meeting and updated for each Status Meeting.

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Special Meetings: Need may arise for a special meeting with State leaders or project stakeholders to address specific issues.

Exit Meeting: Participants will include project leaders from the Vendor and the State. Discussion will focus on lessons learned from the project and on follow up options that the State may wish to consider.

The State expects the Vendor to prepare agendas and background (see below) for meetings. The State will prepare meeting minutes. The Vendor will review, propose edits and sign off on final minutes.

Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility.

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

- Project status as it relates to Work Plan
- Deliverables status
- Accomplishments during weeks being reported
- Planned activities for the upcoming two week period
- Future activities
- Issues and concerns requiring resolution
- Financial Status to be updated once a month

Describe the process that will be employed. Be sure to cover the following:

- Timing, duration, recommended participants and agenda for the kickoff meeting;
- Frequency and standard agenda items for status meetings;
- Agenda for the exit meeting.

As an appendix, provide an example of status reports prepared for another project. Names of the project and of any individuals involved may be removed.

Topic 22 – Risk and Issue Management

Response Page Limit: 3

Provide proposed methodologies for risk and issue management. Discuss State and vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the project. Be sure to identify any essential time

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constraints on State actions. Escalation procedures will be defined in a contract between the State and the Vendor.

Topic 23 – Scope Control

Response Page Limit: 2

Suggest an approach for scope control. Describe how the approach has been employed effectively on another project. Discuss how promptly the vendor will provide cost estimates for proposed changes to scope.

Topic 24 – Quality Assurance Approach

Response Page Limit: 6

The State has identified three categories of deliverables:

- Written Deliverables
- Software Deliverables
- Non-software Deliverables

Describe the methodology that will be employed to assure that each type of deliverable is of high quality before submission for State consideration.

Topic 25 Work Plan

Response Page Limit: None – Appendix Required

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 during contract negotiation with the selected Vendor and to incorporate the refined Work Plan by reference into a contract.

Provide a preliminary Work Plan depicting tasks, tasks dependencies, schedule, milestones, Deliverables, and payment schedule. Define both proposed written and software Deliverables. Include sufficient detail that the State will be able to identify departures from the plan in sufficient time to seek corrective action. In particular, provide information about staffing.

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

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

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Discuss how this Work Plan will be used and State access to plan details, including resource allocation. Also discuss frequency for updating the plan, at a minimum once every two weeks, and for every status meeting. Explain how the State will know whether the project is on schedule and within budget.

D-5.0 Optional Software and Services Topics.

Vendors may elect to complete the following optional topics:

Optional Topic 26 Registration Card Batch and Scan Management

Response Page Limit: 3

Refer to Appendix C, Section XIX B for list of State needs.

Optional Topic 27 Poll Worker Management Module

Response Page Limit: 2

Refer to Appendix C, Section XX for list of State needs in this category.

Optional Topic 28 Polling Place Management Module

Response Page Limit: 2

Refer to Appendix C, Section XXI for list of State needs in this category.

Optional Topic 29 End User Training Assistance

Response Page Limit: 3

The State will undertake end user training. The State may seek assistance to complete this work during implementation.

- Describe services available to assist with end user training.
- Indicate how you arrived at the price in the proposal

Optional Topic 30 Data Conversion Assistance

Response Page Limit: 2

The State has begun to consolidate data from its 236 voting jurisdictions into a single statewide data set. The State may seek assistance to complete this conversion process.

- Describe data conversion services available.
- Indicate how you arrived at the price in the proposal.

Optional Topic 31 Address Standardization Assistance

Response Page Limit: 5

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Relying on E-911 data and information supplied by local officials, the State has begun to obtain and organize standard addresses for all jurisdictions. The State may seek assistance to complete this process for each jurisdiction.

- Describe services available to standardize addresses from towns and cities.
- Indicate how you arrived at the price in the proposal.

Optional Topic 32 Campaign Finance Disclosure Module

Response Page Limit: 3

Refer to Appendix C, Section XXII for list of State needs in this category.

APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are an important factor in selecting Statewide Voter Registration System software and accompanying implementation and follow on support services. To facilitate evaluation of Vendor qualifications, the State seeks information about: (1) corporate qualifications of each Vendor proposed to participate in the project, (2) proposed team organization and designation of key staff, (3) individual qualifications of candidates for the role of project manager, and (4) individual qualifications of candidates for other key staff roles. This appendix identifies specific information that must be submitted.

E 1.0 Required Information on Corporate Qualifications

Information is required on all Vendors that will participate in the project.

E-1.1 Vendor and Subcontractors

The Vendor submitting a Proposal to this Project must identify any subcontractor(s) and provide the following for the Vendor and each subcontractor identified:

E-1.1.1 Corporate Overview (2 page limit)

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

E-1.1.2 Financial Strength

Provide the following:

- The current Dunn & Bradstreet report on the firm;
- The firm's two most recent audited financial statements; and
- The firm's most recent un-audited, quarterly financial statement.

E-1.1.3 Litigation

Identify and describe any litigation filed against the Vendor during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

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

Provide descriptions of two similar projects completed in the last five years. Each project description should include:

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
3. Names and contact information (name, title, address and current telephone number) for two references from the client; and
4. Names and project roles of individuals on the proposed team for the New Hampshire proposed solution project that participated in the project.

E 2.0 Team Organization and Designation of Key Vendor Staff

Provide an organizational chart depicting the Vendor project team. This chart should identify key staff from the Vendor, any subcontractors, and the State. State roles should be based on information provided in Appendix A, Section A 15.0: State Project Management Team.

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:

- Voter registration;
- Business process improvement;
- Communication and training in a complex setting; and
- Technical matters associated with software or system being proposed.

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

E 2.1 State Staff Resource Worksheet

Complete the following State Staff Resource Worksheet. Roles identified in this worksheet must correspond to State positions identified in the organizational chart.

Table E 2.0–1: Proposed State Staff Resource Hours Worksheet

State Role	Hours Per Phase					Total
	Initiation	Pre-configuration Design	Configuration	Implement	Control / Close Out	
Project Manager						
Position 1						
Position 2						

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Position 3
Position 4
Position 5
State Total

E 3.0 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. More specifically, up to three candidates for the role of project manager may be presented with the understanding that one of the candidates identified will be available when the project begins.

The State requires that the Project Manager be available to the State full-time, and on site during critical phases of the project. Candidates for Project Manager must be able to pass a criminal background check. For each Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

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

E 4.0 Candidates for Key Vendor Staff Roles

Provide a resume not to exceed three (3) pages for each key Vendor staff position on the project team. Each resume should address the following:

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

Although the State recognizes that staff availability is somewhat uncertain, qualifications of key staff assigned to the project is critical. Describe any assurances that will enable the State to have confidence that individuals proposed for key Vendor staff positions will be available for and assigned to the proposed project solution. Vendor staff will be required to pass a criminal background check.

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APPENDIX F: PRICING WORKSHEETS

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

F 1.0 Activities/Deliverables/Milestones Pricing Worksheet

The Vendor must include, within the FFP price for IT service activities, tasks and preparation of required deliverables, pricing for the deliverables required based on the proposed approach, methodology and tools. The following format must be used to provide this information. A fixed price must be provided for each deliverable.

Table F 1.0-1: Activities/Deliverables/Milestones Pricing Worksheet

Activity, Deliverable or Milestone	Deliverable Type	Delivery Date	Percent of Total	Payment Amount	Cumulative Amount
Baseline Software					
Option 1: SVRS Perpetual Use Software License	Software/Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Option 2: Baseline SVRS Software and Transfer of Source Code and Documentation to NH for State Use Only	Software/Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Initiation Phase					
Project Work Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Communications and Change Management Plan, including Risk and Issue Management	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Software Change Control Process Document	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Conduct Project Kickoff Meeting	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Pre-Configuration/Design Phase					
Conduct and Document Joint Application Development (JAD) Sessions	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Documentation of Recommended Voter Registration Process	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Documentation of Operational Procedures	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Software Configuration / Design Documentation	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Requirements Traceability Matrix	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Specifications of Various Technical Environments (Hardware & Software)	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Conduct Information Architecture Review	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00

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Table F 1.0-1: Activities/Deliverables/Milestones Pricing Worksheet (cont'd)

Configuration Phase					
Systems Interface Plan and Design/Capability	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Detailed Testing Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Data Migration Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Deployment Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Comprehensive Training Plan and Curriculum	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
End User Support Plan	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
SVRS software installed, configured and operational	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Option 1: Documentation, user and operations manuals, and verification of SVRS Software configured to Satisfy State Requirements	Software/Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Option 2: Documentation, user and operations manuals, and verification of SVRS Software configured to Satisfy State Requirements, Source code	Software/Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Implementation Phase					
Conduct Unit and System Testing, Integration Testing, Volume/Stress Testing, Production Tests	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Unit and System Testing Results and Analysis, Integration Testing Results and Analysis, Volume/Stress Testing Results and Analysis, Production Testing Results and Analysis	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Functioning In-Bound and Out-Bound Interfaces	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Migrated Data Loaded into Production Environment	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Tools for Backup and Recovery of all Applications and Data	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
End User Support	Non-software	MM/DD/YY	0.00%	\$0.00	\$0.00
Conduct Training	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Cutover to New SVRS Software	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Control Activities (All Phases) and Project Close Out					
Project Status Reports	Written	MM/DD/YY	0.00%	\$0.00	\$0.00
Conduct Project Exit Meeting	Non-Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Optional Software and Services					
Polling Place Management Module	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Poll Worker Management Module	Software	MM/DD/YY	0.00%	\$0.00	\$0.00

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Registration Card Batch and Scan Management	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
Campaign Finance Disclosure Module	Software	MM/DD/YY	0.00%	\$0.00	\$0.00
End User Training Assistance	Non-software	MM/DD/YY	0.00%	\$0.00	\$0.00
Data Conversion Assistance	Non-software	MM/DD/YY	0.00%	\$0.00	\$0.00
Address Standardization Assistance	Non- software	MM/DD/YY	0.00%	\$0.00	\$0.00

F 2.0 Proposed Position – Initial Contract Term Vendor Rates Worksheet

Using the format provided in the following table, list titles of proposed positions on the project team to be filled by Vendor staff. Under “Number of Staff,” indicate the number of positions that will be assigned the title. Include hours and rates for all staff that will hold the title on the Vendor project team through initial contract completion.

Table F 2.0–1: Proposed Position – Initial Contract Term Vendor Rates Worksheet

Position Title	Number of Staff	Hours	Hourly Rate	Subtotal (Hours X Rate)
Position #1				
Position #2				
Position #3				

Total

F 3.0 Proposed Vendor Staff and Resource Hours Worksheet

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

Table F 3.0–1: Proposed Vendor Staff and Resource Hours Worksheet

Title	Name	Location	Phase					Total
			Initiation	Pre-Configuration	Configuration	Implementation	Control & Close Out	
Project Manager		On Site						
		Off Site						
Position 1		On Site						
		Off Site						
Position 2		On Site						
		Off Site						
Position 3		On Site						
		Off Site						
Total		On Site						
		Off Site						

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F 4.0 Future Vendor Rates Worksheet

The State may request additional services from the selected Vendor and requires rates in the event that additional service is required. The following format must be used to provide this information. "SFY" refers to State fiscal year. The New Hampshire State Fiscal year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table F 4.0-1: Future Vendor Rates Worksheet

Position Title	SFY 2005	SFY 2006	SFY 2007	SFY 2008
Project Manager				
Position #1				
Position #2				
Position #3				

F 5.0 Software Licensing, Maintenance, and Support Pricing Worksheet

For software licensing, maintenance, and support costs, complete a worksheet based on the following model. All costs must be included in the table.

Table F 5.0-1: Software Licensing, Maintenance, and Support Pricing Worksheet

Function	Initial Software License	Post Warranty Maintenance & Support Pricing (specify licensing pricing separate from support - if appropriate)				
		Year				
		1-5	6-10	11-15	16-20	Total:
Mandatory Functions – Prices Required						
Optional Functions – Prices Optional						
Option 1						
Option 2						
Other						

F 6.0 Proposed State Staff and Resource Hours

Vendor must use the following table to estimate the state and local election administration resource requirements to complete the project:

Table F 6.0-1: Proposed State Staff and Resource Hours Worksheet

Title	Name	Location	Phase					Total
			Initiation	Pre-Configuration	Configuration	Implementation	Control & Close Out	
Project Manager								
Position 1								

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Position 2	-----
Position 3	-----
Total	-----

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APPENDIX G: GENERAL STANDARDS AND REQUIREMENTS

G 1.0 IT Required Work Procedures

1. Any technical education needed by the Vendor to successfully complete the assumed assignment will be at the sole expense of the Vendor and provided by the Vendor.
2. Vendor must agree to provide an “equal or better” replacement for any personnel working on SVRS who leave employment of the Vendor during the course of the contract. Vendor must make prospective replacements available to be interviewed by the State prior to the project assignment.
3. Vendor and its employees assigned to this project must sign a “Computer Access and Use Agreement.” Refer to Appendix G 2.0.
4. The State may require a detailed background check on any individual assigned to the project, as this project may involve confidential or sensitive information.
5. Personnel assigned to the State must be available to work within ten (10) business days of the contract signing.

G 2.0 Computer Access and Use Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO ONCE YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE’S COMPUTER FACILITIES.

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, documentation, information, reports, or data of any kind (hereinafter “Information”), User understands and agrees to the following rules:

- That at all times utmost care shall be used in protecting Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- That access by any person or any use not specifically known by the User as being authorized to access or use Information must be promptly reported to the appropriate supervisor.
- That Information shall be used solely for the purpose of conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, commercial or other private use.

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- That at no time shall User access or attempt to access any Information without having the express authority to do so.
- That at no time shall User access or attempt to access any Information in a manner inconsistent with the approved method of system entry.
- 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 User 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.
- That only equipment or software owned, licensed, or being evaluated by the State, can be used by User. Use of personal or a third party's equipment or software at State facilities is strictly forbidden unless prior written approval has been obtained, and in the case of microcomputer software, a virus scan has been performed by the State LAN administrator.
- That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.
- That at no time shall User share or use another person's confidential computer password(s) or premises access card.
- That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
- That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
- That if User 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.
- That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.
- That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

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G 3.0 New Hampshire Certificate of Authority or Certificate of Good Standing

As a condition of contract award, the Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 2XXX, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

If your company is registered, a certification thereof may be obtained from the Secretary of State.

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G 4.0 State of New Hampshire Terms and Conditions

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TERMS AND CONDITIONS

The following Terms and Conditions shall constitute the basis for any contract resulting from the RFP.

1. EFFECTIVE DATE: COMPLETION OF SERVICES.

1.1 This Contract and all obligations of the parties hereunder shall become effective on the date the Governor and Council of the State of New Hampshire approves this Contract (the "Effective Date").

1.2 If the date for commencement in the Contract precedes the Effective Date, all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contractor 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. All services must be completed by the date specified in < LOCATION >.

2. CONDITIONAL NATURE OF CONTRACT.

Notwithstanding anything in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account in the event funds in the account identified for the Help America Vote Act in PAU 01-05-02-02, Object Class 90, are reduced or unavailable. State law requires that the Secretary of State shall not expend any monies in the election fund unless the balance in the fund following such expenditures shall be at least 20 times the estimated annual cost of maintaining the programs established to comply with the Help America Vote Act of 2002. Such programs include a requirement to acquire voting machines to enable persons with disabilities to vote independently and privately.

3. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

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- 3.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B of the Contract.
- 3.2 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 provided under the Contract. The State shall have no liability to the Contractor other than the contract price.
- 3.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through 7-C, or any other provision of law.
- 3.4 Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, exceed the total price limitation of the Contract set forth in <PART OF CONTRACT EXHIBIT A OR B> _____ of the Contract.

**4. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS:
EQUAL EMPLOYMENT OPPORTUNITY.**

- 4.1 In connection with the performance of the Contract, the Contractor shall comply with all statutes, laws, regulations, 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. The Contractor shall also comply with all applicable local, state and federal licensing requirements and standards necessary in the performance of the Contract.
- 4.2 During the term of the Contract, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.
- 4.3 If the Contract 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 and conditions of the Contract.

5. REGULATORY/GOVERNMENTAL APPROVALS.

Any contract awarded under the RFP shall be contingent upon the Contractor's obtaining all necessary and applicable regulatory or other governmental approvals.

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6. PERSONNEL

- 6.1 The performance of the Contractor's obligations under the Contract shall be carried out by the Contractor. The Contractor shall at its own expense provide all personnel, materials and resources necessary to perform the services under the Contract. 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.
- 6.2 The Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 6.3 The Contracting Officer or his/her successor shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Contracting Officer's decision shall be final for the State.

7. TERMINATION

EVENT OF DEFAULT, REMEDIES.

- 7.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default ("Events of Default"):
 - 7.1.1 Failure to perform the services or provide the products furnished under the Contract satisfactorily or on schedule; or
 - 7.1.2 Failure to submit any report required by and in accordance with the Contract; or
 - 7.1.3 Failure to perform any other covenant or condition of the Contract.
- 7.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 7.2.1 Give the Contractor a written notice, by registered mail with a return receipt, specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time by the State, thirty (30) days from the certified date of delivery of the notice; and if the Event of Default is not timely remedied, terminate the Contract, effective two (2) days after giving the Contractor notice of termination; and

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- 7.2.2 Give the Contractor a written notice, by registered mail with a return receipt, specifying the Event of Default and suspend and withhold all payments to be made under the Contract without work stoppage 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 Contract has cured the Event of Default be withheld;
 - 7.2.3 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
 - 7.2.4 Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- 7.3 If in the judgment of the State the Contractor's default is not so substantial as to require termination at that time, and the Contractor is not curing the default, and the default is capable of being cured by another resource without unduly interfering with the Contractor's continued performance, the State may at its discretion provide or procure services reasonably necessary to cure the default, and the Contractor shall reimburse the State for the reasonable cost of such services. The Contractor must cooperate with the State and resources in any such efforts to cure the default.
- 7.4 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.
- 7.5 The Contractor's monetary liability to the State shall not exceed the total contract price. This limitation shall not include the Contractor's indemnification obligations under section 14 hereunder.
- 7.6 Subject to applicable law and regulations, the State's monetary liability to the Contractor shall not exceed the total contract price.

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 the termination of the Contract.

Termination For Convenience.

The State may, at its sole discretion, terminate the Contract, in whole or part, by thirty (30) days notice to the Contractor. If this Contract is so terminated, the State is liable only for payments required by the terms of this Contract for Software and Services for which the Department has given its acceptance.

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During the thirty (30) day period, the Contractor 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. If this Agreement is so terminated, the Department shall be liable only for payment in accordance with the terms of the Contract for Services rendered prior to the effective date of termination.

In case of such termination for convenience, the State shall pay to Contractor the agreed upon price, if separately stated, for deliverables for which acceptance has been given by the State.

Termination for Conflict of Interest.

The State may terminate this Contract if there is a violation of applicable laws and regulations regarding ethics in public acquisitions and procurement and performance of contracts. If the Contract is terminated pursuant to a violation by the Contractor, the State may pursue the same remedies against Contractor as it could pursue in the event of a breach of the Contract by the Contractor.

Termination Procedure.

Upon termination of the Contract, the State, in addition to any other rights provided in this Contract, may require the Contractor to deliver to the State any property, including Software and Non-software Deliverables, for such part of this Contract as has been terminated.

- After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
- Stop work under this Contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
- Promptly, but in no event longer than 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;
- Complete performance of such part of the Contract that has not been terminated by the State;
- Take such action as the State directs, or as necessary to preserve and protect the property related to this Contract which is in the possession of Contractor and in which State has an interest;
- 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
- Provide written certification to the State that Contractor has surrendered to the State all said property.

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8. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION

- 8.1 As used in the Contract, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Contract, 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.
- 8.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under the Contract, shall be the property of the State, and shall be returned to the State upon demand or upon termination of the Contract for any reason.
- 8.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

9. FORCE MAJEURE

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

10. INFORMATION

- 10.1 In performing its obligations under the Contract, the Contractor may gain access to information of the State, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor’s performance under the Contract.
- 10.2 The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all information of the State that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.
- 10.3 Any disclosure of the State’s information shall require prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State’s information, and the Contractor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.
- 10.4 In the event of unauthorized use or disclosure of the State’s information, the Contractor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

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10.5 Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing the information it claims to be confidential or proprietary. The Contractor 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 or proprietary information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential or proprietary, the State shall notify the Contractor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor without any liability to the Contractor.

10.6 This section shall survive the termination of the Contract.

11. CHANGE OF OWNERSHIP.

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or its successors or assigns for such period of time as determined necessary by the State, or immediately terminating the Contract.

12. CONTRACTOR'S RELATION TO THE STATE.

In the performance of the Contract 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, worker's compensation or other emoluments provided by the State to its employees.

13. ASSIGNMENT, DELEGATION AND SUBCONTRACTS.

13.1 Contractor 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. The State reserves the right to require that the Contractor submit for the State's prior approval all contractual and other relevant documentation relating to the subcontractor's performance of obligations required under the Contract and to include terms consistent with the terms and conditions of this Contract as deemed necessary and appropriate by the State. Any attempted transfer, assignment, delegation or other transfer made without the State's prior written consent shall be null and void.

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- 13.2 Any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor shall it affect any remedies available to the State that may arise from any breach of the provisions of the Contract or warranties made in the Contract. The Contractor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, subcontractors or other transferees are used. The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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14. 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, its subcontractors, and assignees.

The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to 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 subcontractor, delegate, or transferee.

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 the termination of the Contract.

15. INSURANCE AND BOND.

15.1 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, both for the benefit of the State, the following insurance:

15.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

15.2 The policies described in subparagraph 15.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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, or any subsequent event. No express failure of 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 default on the part of the Contractor.

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17. NOTICE.

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO CONTRACTOR:

[Name]
[Address]
[City, Town][zip]
25 Capital Street, Room 102
[telephone number]

TO STATE:

State of New Hampshire
Department of State
State House, Room 204
107 North State Street
Concord, NH 03301-4989
(603) 271-5335

18. AMENDMENT.

The Contract 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 Council of the State of New Hampshire.

19. CONSTRUCTION OF CONTRACT AND TERMS.

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 successors and assigns. Any action may only be brought in the State of New Hampshire Merrimack County Superior Court.

20. THIRD PARTIES.

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

21. HEADINGS.

The headings in the Contract shall not be held to explain, modify, amplify or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

22. ENTIRE CONTRACT.

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings.

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G 5.0 Sample Escrow Agreement

SOFTWARE ESCROW AGREEMENT

For

The information contained within this document relates to _____ pricing policies, method of operation, and other proprietary and confidential information. This document is supplied solely for the purpose of enabling the recipient of the proposal to evaluate it. This information shall be made available only to the recipient's personnel who are responsible for evaluating its merits, and shall not be disclosed to any other person or entity including but not limited to the competitors of _____.

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SOFTWARE ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is made as of this _____ day of _____, _____, by _____ and _____, having its principal offices at _____ ("Licensor"), and _____, a _____ corporation and having its principal offices at _____ which Agreement is for the benefit of various licensees listed on Exhibit C (Individually or collectively the "Licensee") which will be updated from time to time.

WHEREAS, Licensor intends to deliver to _____ a sealed package containing magnetic tapes, disks, disk packs, or other forms of media, in machine readable form, and the written documentation prepared in connection therewith, and any subsequent updates or changes thereto (the "Deposit Materials") for the computer software products (the "System(s)"), all as identified from time to time on Exhibit B hereto; and

WHEREAS, it is the policy of the Licensor not to disclose the Source Code and related documentation and any revisions thereof for the product (hereinafter referred to as the "Source Code") to its customers except as provided in an applicable escrow agreement; and

WHEREAS, Licensor desires _____ to hold the Deposit Materials, and, upon certain events, deliver the Deposit Materials (or a copy thereof) to an individual Licensee, in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, with the intent to be legally bound, hereby agree as follows:

1. Delivery by Licensor. Licensor shall be solely responsible for delivering to _____ the Deposit Materials within 30 days of execution of this agreement. _____ shall hold the Deposit Materials in accordance with the terms hereof. Licensor shall certify to the Licensee that the materials delivered to _____ are complete and accurate. _____ shall have no obligation to verify the completeness or accuracy of the Deposit Materials. _____ will issue to Licensor a receipt for the Source Code upon delivery. _____ will allow the State reasonable access to verify the completeness or accuracy of the Deposit Materials.
2. Duplication; Updates.
 - (a) _____ may duplicate the Deposit Materials by any means in order to comply with the terms and provisions of this Agreement, provided that Licensor shall bear the expense of duplication. Alternatively, _____, by notice to Licensor, may require Licensor to reasonably promptly duplicate the Deposit Materials.
 - (b) Licensor may deposit with _____ any modifications, updates, new releases or documentation related to the Deposit Materials by delivering to _____ an updated version of the Deposit Materials ("Additional Deposit") as soon as practicable after the modifications, updates, new releases and documentation have been developed by Licensor, but in no case later than sixty days after the release date. _____ shall have no obligation to verify the accuracy or

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completeness of any Additional Deposit or to verify that any Additional Deposit is in fact a copy of the Deposit Materials or any modification, update, or new release thereof.

- (c) _____ acknowledges that the Source Code and any other information provided to the Escrow Agent by the Licensor in connection with this Escrow Agreement are proprietary to the Licensor and shall be held in confidence by _____ notwithstanding any termination of this Escrow Agreement.
3. Notification of Deposits. Simultaneous with the delivery to _____ of the Deposit Materials or any Additional Deposit, as the case may be, Licensor shall deliver to _____ and to Licensee a written statement specifically identifying all items deposited.
4. _____ agrees to keep complete written records of the activities undertaken and materials prepared pursuant to this Escrow Agreement. The Licensor shall be entitled at reasonable times during normal business hours to inspect and reproduce the records of _____ with respect to this Escrow Agreement. Further, Licensor shall be entitled during normal business hours to inspect at the facilities of _____ the physical and technical status and condition of the Source Code.
5. Release From Escrow.
- (a) _____ shall seven days following receipt of affidavit, which is from an officer of Licensee to _____ sent via certified mail with return receipt requested, and which states that one of the following events has occurred, proceed in accordance with the procedure described in Sections 5(c) through 5(g) below if:
- (i) Licensor has made an assignment for the benefit of creditors; or
 - (ii) Licensor institutes or becomes subject to a liquidation or bankruptcy of any kind; or
 - (iii) A receiver or similar officer has been appointed to take charge of all or part of Licensor's assets; or
 - (iv) Licensor terminates its Maintenance and Operations Support Services for Licensee for the Systems or has ceased supporting and maintaining the Systems for Licensee whether due to its ceasing to conduct business generally or otherwise; except in the case where the Licensee ceases to pay for maintenance/support or it is determined by a court of law that the Licensee has breached the terms of the software license agreement between Licensor and Licensee relating to the Systems (the "License Agreement").
 - (v) Licensor fails to make timely payments of fees and other costs required under this Agreement.
- (b) Licensee shall send a copy of the affidavit to Licensor via certified mail with return receipt requested, simultaneously with its affidavit to _____. Upon its receipt of the affidavit as provided in Section 5(a), _____ shall immediately give written notice to Licensor, attaching a copy of the affidavit to the notice, via certified mail with return receipt requested.

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- (c) Upon receipt of such notices in accordance with Section 5(a) and 5(b), Licensor shall have 30 days to review the Licensee's affidavit requesting the release of the Deposit Materials from escrow as provided for in Section 5(a) above.
 - (d) If Licensor does not give notice to _____ within the 30 days provided in Section 5(c) that the Licensee's request for release from escrow is contested by Licensor, _____ shall automatically release the Deposit Materials to Licensee. The Deposit Materials shall be used by Licensee subject to the License Agreement and solely for support and maintenance for the Systems within the provisions of the License Agreement. Delivery of the Deposit Materials to Licensee in accordance with provisions hereof shall automatically terminate this Agreement.
 - (e) If Licensor does give _____ notice within the 30 days provided in Section 5(c) that Licensee's request for release of the Deposit Materials from escrow is contested by Licensor, _____ shall retain the Deposit Materials in escrow while Licensor and Licensee either:
 - (i) Settle the dispute among themselves and jointly give notice to _____ in writing of the result; or
 - (ii) Submit the dispute to non-binding arbitration or litigation for resolution in accordance with the terms of this Agreement.
 - (f) In the event of litigation, _____ shall dispose of the Deposit Materials as directed by the court of competent jurisdiction's finding given in writing to all parties.
 - (g) Licensor and Licensee shall each bear its own costs incurred in litigation as set forth in Section 5(e) above.
6. Indemnity. Licensor shall indemnify and hold harmless _____ and each of its directors, officers, agents, employees and stockholders ("_____ Indemnities") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted against any _____ Indemnities in connection with this Agreement or the performance of _____ or any _____ Indemnitee hereunder.
7. Disputes and Interpleader.
- (a) In the event of any dispute between any of _____, Licensor and/or Licensee relating to delivery of the Deposit Materials by _____ or to any other matter arising out of this Agreement other than disputes governed by Section 5.1(e), _____ may submit the matter to non-binding arbitration in accordance with Section 12(1) thereof as to any court of competent jurisdiction in New Hampshire in an interpleader or similar action. Any and all costs incurred by _____ in connection therewith, including reasonable attorneys' fees and costs, shall be borne by Licensor.
 - (b) _____ shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

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8. Term and Renewal.

- (a) The initial term of this Agreement shall be one (1) year, commencing on the date hereof (the "Initial Term"). This Agreement shall be automatically extended for an additional term of one year ("Additional Term") at the end of the Initial Term and at the end of each Additional Term hereunder unless, on or before ninety (90) days prior to the end of the Initial Term or an Additional Term, as the case may be, any party notifies the other parties that it wishes to terminate the Agreement at the end of such term. Either party may cancel this Agreement by giving the other party sixty (60) days prior written notice.
- (b) In the event of termination of this Agreement in accordance with paragraph 8(a) hereof, Licensor shall pay all fees due ____ and shall promptly notify Licensee that this Agreement has been terminated and that ____ shall return to Licensor all copies of the Deposit Materials then in its possession.

9. Fees. Licensor shall pay to ____ the applicable fees in accordance with Exhibit A as compensation for ____ services under this Agreement.

- (a) Payment. ____ shall issue an invoice to Licensor following execution of this Agreement ("Initial Invoice"), on the commencement of any Additional Term hereunder, and in connection with the performance of any additional services hereunder. Payment is due within thirty (30) days receipt of invoice. All fees and charges are exclusive of, and Licensor is responsible for the payment of, all sales, use and like taxes. ____ shall have no obligations under this Agreement until the Initial Invoice has been paid in full by Licensor.
- (b) Nonpayment. ____ shall not be required to perform any service unless the payment for such service and any outstanding balances owed to ____ are paid in full. In the event of non-payment of any fees or charges invoiced by ____, ____ shall give notice of non-payment of any fee due and payable hereunder to the Licensor and Licensee, in such an event, the Licensor shall have the right to pay the unpaid fee within ten (10) days after receipt of notice from _____. If Licensor fails to pay in full all fees due during such ten (10) day period, a late fee of five percent will be assessed. If Licensor fails to pay any statement within sixty (60) days, interest shall accrue thereon at a rate of 1½ percent per month until paid. Upon payment of the unpaid fee including all late charges and/or interest charges by either the Licensor or Licensee, as the case may be, this Agreement shall continue in full force and effect until the end of the applicable term. Failure to pay the unpaid fees and other amounts owed to ____ under this Agreement in accordance with Section 9(b) by both Licensor and Licensee shall result in termination of this Agreement. Notwithstanding any provision of this Agreement, in no event is the Licensee required to make any payments required under this Agreement or liable for any of Licensor's obligations under this Agreement.

10. Grant of Rights to ____.

- (a) Title to Media. Depositor hereby transfers to ____ the title to the media upon which the proprietary technology and materials are written or stored. However, this transfer does not include the ownership of the proprietary technology and

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materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.

- (b) Right to Make Copies. ____ shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. ____ shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by _____. With all Deposit Materials submitted to _____, Depositor shall provide any and all instructions as may be necessary to duplicate the deposit material including but not limited to the hardware and/or software needed.
11. Bankruptcy. Licensor and Licensee acknowledge that this Agreement is an "agreement supplementary to" the License Agreement as provided in Section 365 (n) of Title 11, United States Code (the "Bankruptcy Code"). Licensor acknowledges that if Licensor as a debtor in possession or a trustee in Bankruptcy in a case under the Bankruptcy Code rejects the License Agreement or this Agreement, Licensee may elect to retain its rights under the License Agreement and this Agreement as provided in Section 365 (n) of the Bankruptcy Code. Upon written request of Licensee to Licensor or the Bankruptcy Trustee, Licensor or such Bankruptcy Trustee shall not interfere with the rights of Licensee as provided in the License Agreement and this Agreement, including the right to obtain the Deposit Materials from _____.
12. Miscellaneous.
- (a) Remedies. Except for actual fraud, gross negligence or intentional misconduct, ____ shall not be liable to Licensor for any act, or failure to act, by ____ in connection with this Agreement. Any liability of _____ to Licensor regardless of the cause shall be limited to the actual cost of new blank magnetic media. ____ will not be liable to Licensor or Licensee for special, indirect, incidental or consequential damages hereunder.
- (b) Natural Degeneration; Updated Version. In addition, the parties acknowledge that as a result of the passage of time alone, the Deposit Materials are susceptible to loss of quality ("Natural Degeneration"). It is further acknowledged that ____ shall have no liability or responsibility to any person or entity for any Natural Degeneration. For the purpose of reducing the risk of Natural Degeneration, Licensor shall deliver to ____ a new copy of the Deposit Materials at least once every three (3) years. ____ shall have no obligations to Licensor or Licensee to determine whether sufficient time has passed to require deposit of a new copy of the Deposit Materials.
- (c) Permitted Reliance and Abstention. ____ may rely and shall be fully protected in action or refraining from acting upon any notice or other document believed by ____ in good faith to be genuine and to have been signed or presented by the proper person or entity. _____ shall have no duties or responsibilities except those expressly set forth herein.
- (d) Independent Contractor. _____ is an independent contractor, and is not an employee or agent of either the Licensor or Licensee.
- (e) Amendments. This Agreement shall not be modified or amended except by another agreement in writing executed by the parties hereto.

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- (f) Entire Agreement. This Agreement, including all exhibits hereto, supersedes all prior discussions, understandings and agreements between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein. All exhibits attached hereto are by this reference made a part of this Agreement and are incorporated herein.
- (g) Counterparts; Governing Law. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Amendment. This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire.
- (h) Confidentiality. _____ will hold and release the Deposit Materials only in accordance with the terms and conditions hereof, and will maintain the confidentiality of the Deposit Materials.
- (i) Notices. All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand or by commercial overnight delivery service which provides for receipt, or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:
 - (i) If to Licensor:
to the address listed on the signature page hereof;
 - (ii) If to a Licensee:
to the corresponding address listed on Exhibit C; and
 - (iii) If to _____

Attn: General Manager

If delivered personally or by commercial overnight delivery service, the date on which the notice, request, instruction or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties provided herein.

- (j) Survival. Paragraphs 6, 7, 9, 10 and 12 shall survive any termination of this Agreement.
- (k) No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or single or partial exercise of any right, power or remedy by any party will preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

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- (l) Arbitration. All claims and disputes relating to this Agreement, the conduct of _____ hereunder and/or claims or disputes between the Licensor and Licensee regarding the satisfaction of any of the conditions set forth in Section 5(a) may, at the option of Licensor or Licensee, be submitted to non-binding arbitration in the State of New Hampshire. In the event that the parties to the dispute agree upon a single arbitrator, the arbitration shall be heard by said arbitrator. In the event that the parties to the dispute cannot agree upon a single arbitrator, or if either party desires the matter to be subject to arbitration by more than one arbitrator, then the arbitration shall be heard by three (3) arbitrators, one arbitrator selected by each party to the dispute, and the two (2) arbitrators so selected to name the third arbitrator. In the event there are more than two (2) parties to the dispute, the arbitrators shall be as designated in accordance with the rules of the American Arbitration Association. Notice for arbitration should be provided to Licensor, Licensee and _____ in accordance with Section 12(i) hereof as soon as practicable after a claim or dispute has arisen. Notwithstanding the foregoing, nothing herein requires the Licensee to be subject to arbitration, and Licensee may at its discretion pursue legal remedies, at law or in equity.

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IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of the date and year first above written.

By: _____

Print Name: _____

Title: _____

Licensor

By: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

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APPENDIX H: TOWN/CITY/PLACES ORGANIZED FOR VOTING

H 1.0 Town/City/Places Table

Table H 1.0-1 identifies the two hundred thirty-six (236) local New Hampshire voting jurisdictions with 655,740 registered voters in November, 2002.

Table H 1.0-1 (Part 1)

Jurisdiction	Voters	Jurisdiction	Voters	Jurisdiction	Voters	Jurisdiction	Voters
Acworth	474	Canterbury	1,510	Ellsworth	60	Hebron	386
Albany	365	Carroll	449	Enfield	2,123	Henniker	2,466
Alexandria	783	Center Harbor	720	Epping	3,628	Hill	516
Allenstown	1,859	Charlestown	2,958	Epsom	2,268	Hillsborough	2,511
Alstead	1,111	Chatham	186	Errol	225	Hinsdale	1,738
Alton	2,855	Chester	2,141	Exeter	7,841	Holderness	1,264
Amherst	6,494	Chesterfield	1,982	Farmington	2,718	Hollis	4,310
Andover	1,272	Chichester	1,361	Fitzwilliam	1,319	Hooksett	6,178
Antrim	1,258	Claremont	6,051	Francestown	981	Hopkinton	3,642
Ashland	1,007	Clarksville	167	Franconia	757	Hudson	10,492
Atkinson	4,488	Colebrook	1,315	Franklin	3,465	Jackson	722
Auburn	2,706	Columbia	288	Freedom	1,059	Jaffrey	2,720
Barnstead	2,324	Concord	19,913	Fremont	1,948	Jefferson	554
Barrington	3,956	Conway	5,074	Gilford	4,564	Keene	12,025
Bartlett	1,929	Cornish	1,004	Gilmanton	1,824	Kensington	1,412
Bath	504	Croydon	365	Gilsum	400	Kingston	3,304
Bedford	12,451	Dalton	522	Goffstown	8,642	Laconia	7,044
Belmont	3,106	Danbury	647	Gorham	1,620	Lancaster	1,780
Bennington	757	Danville	2,080	Goshen	421	Landaff	221
Benton	172	Deerfield	2,726	Grafton	703	Langdon	401
Berlin	3,583	Deering	881	Grantham	1,752	Lebanon	6,120
Bethlehem	1,319	Derry	13,975	Greenfield	731	Lee	2,362
Boscawen	1,513	Dixville	22	Greenland	1,834	Lempster	515
Bow	4,548	Dorchester	211	Greenville	877	Lincoln	892
Bradford	1,055	Dover	14,356	Groton	281	Lisbon	690
Brentwood	1,719	Dublin	1,067	Hampstead	5,358	Litchfield	3,848
Bridgewater	700	Dummer	204	Hampton	9,505	Littleton	2,957
Bristol	1,578	Dunbarton	1,552	Hampton Falls	1,338	Londonderry	12,040
Brookfield	399	Durham	6,305	Hancock	1,215	Loudon	2,552
Brookline	2,365	East Kingston	1,104	Hanover	5,549	Lyman	284
Campton	1,434	Easton	177	Harrisville	674	Lyme	1,067
Canaan	1,696	Eaton	243	Hart's Location	29	Lyndeborough	1,049

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Table H 1.0-1 (Part 2)

Jurisdiction	Voters	Jurisdiction	Voters	Jurisdiction	Voters	Jurisdiction	Voters
Madison	1,296	Newmarket	4,576	Rollinsford	1,428	Temple	730
Manchester	46,070	Newport	2,697	Roxbury	149	Surry	433
Marlborough	1,080	Newton	2,490	Rumney	922	Sutton	1,109
Marlow	484	North Hampton	3,732	Rye	4,130	Thornton	1,267
Mason	678	Northfield	1,993	Salem	13,273	Tilton	1,633
Meredith	3,303	Northumberland	1,213	Salisbury	583	Troy	1,015
Merrimack	14,290	Northwood	1,979	Sanbornton	1,637	Tuftonboro	1,606
Middleton	660	Nottingham	2,247	Sandown	2,509	Unity	691
Milan	737	Orange	172	Sandwich	995	Wakefield	2,372
Milford	8,097	Orford	719	Seabrook	4,732	Walpole	2,086
Millsfield	15	Ossipee	2,605	Sharon	220	Warner	1,630
Milton	1,952	Pelham	6,335	Shelburne	251	Warren	493
Monroe	511	Pembroke	3,549	Somersworth	5,321	Washington	578
Mont Vernon	1,311	Peterborough	3,685	South Hampton	551	Waterville Valley	184
Moultonborough	3,117	Piermont	466	Springfield	649	Weare	4,045
Nashua	38,609	Pittsburg	563	Stark	297	Webster	949
Nelson	473	Pittsfield	2,106	Stewartstown	455	Wentworth	585
New Boston	2,595	Plainfield	1,325	Stoddard	592	Westmoreland	940
New Castle	915	Plaistow	4,808	Strafford	2,130	Whitefield	1,145
New Durham	1,335	Plymouth	2,864	Stratford	348	Wilmot	776
New Hampton	1,113	Portsmouth	12,562	Stratham	4,748	Wilton	2,099
New Ipswich	2,244	Randolph	260	Sugar Hill	427	Winchester	1,735
New London	2,691	Raymond	4,570	Sullivan	358	Windham	6,696
Newbury	1,221	Richmond	628	Sunapee	2,243	Windsor	121
Newfields	916	Rindge	869	Swanzey	3,338	Wolfboro	4,479
Newington	566	Rochester	13,125	Tamworth	1,564	Woodstock	670

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EXHIBIT A: Fees to be Paid by the Software Licensor

Fees to be paid by Licensor shall be as follows:

Maintenance/storage fee, one product, one beneficiary, one storage unit (included one (1) update)	\$ per year
Each additional storage unit	\$ per year
Each additional product (includes one (1) update)	\$ per year
Each additional beneficiary	\$ per year
International (outside of U.S.)	\$ additional charge per product per year
Additional Updates/Replacements	\$ each
Additional/modifications to Exhibit C	\$ each
Comprehensive service option (includes unlimited updates/replacement and one additional storage unit -- available at the time of account initiation and/or annual renewal)	\$ per year

Payable by Licensor:

Due Upon Licensee's or Licensor's Request for Release of Deposit Materials	\$ for initial 3 hrs. \$/hour for additional hours
Out of pocket expenses, including reasonable attorney's fees and disbursements.	

Fees due upon receipt of signed contract or deposit material, whichever comes first and shall be paid in U.S. Dollars.

* one storage unit = 1/2 cubic foot

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EXHIBIT B: Escrow Method of Payment and Terms of Payment

Depositor Company
Name: _____
Account _____
Number: _____
Product Name: _____
Version #: _____
Type of Deposit: Initial Deposit Updated Deposit to replace current deposits Other (please describe)

Items

Deposited:

	Quantity	Media Type & Size	Description of Material
A)	_____	_____	_____
B)	_____	_____	_____
C)	_____	_____	_____
D)	_____	_____	_____
E)	_____	_____	_____
F)	_____	_____	_____

Operating System: _____ Utilities Needed: _____ Hardware Platform: _____
Special Instructions: Operating _____

DEPOSIT COPYING INFORMATION:

Is the media encrypted? Yes No If yes, please include any passwords and the decryption tools.

Encryption tool name: _____ Version: _____
Hardware required: _____
Software required: _____

I certify for Depositor that the above described Deposit Materials have been transmitted to _____:

_____ has inspected and accepted the above materials (any exceptions are noted above):

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____
Accepted: _____
Exhibit B# _____

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EXHIBIT C: Software Licensee Form

Depositor Company
Name: _____
Account Number: _____

1. Licensee
Company: _____
Address: _____

Contact: _____
Title: _____
Phone: _____ Fax: _____

2. Licensee
Company: _____
Address: _____

Contact: _____
Title: _____
Phone: _____ Fax: _____

Depositor

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____