

# New Hampshire Police Standards and Training Council: RFP #2024-080 - Learning and Record Management System

**RFP ISSUED:** June 17<sup>th</sup>, 2024

**VENDOR CONFERENCE:** July 15<sup>th</sup>, 2024, 10am to 12pm – MS Teams

**LOCATION:** 17 Institute Drive, Concord, New Hampshire 03301

NAME: Capt. Adam C. Hawkins

**STATE POINT of CONTACT:** EMAIL: adam.c.hawkins@pst.nh.gov

TEL: 603-271-2133

**CONTRACT TYPE:** Firm Fixed Price

**PROPOSALS DUE:** August 23<sup>rd</sup>, 2024, 4:00 PM ET

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# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System SECTION 1 - OVERVIEW AND SCHEDULE OF EVENTS

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

#### 1.1. Executive Summary

#### 1.1.1. Introduction

The New Hampshire Police Standards and Training Council (NHPSTC) is an executive branch, state agency that oversees and is the sole source of basic training, and the primary source of inservice training for all law enforcement officers in the State of New Hampshire. NHPSTC is also the sole organization in the State of New Hampshire that oversees certification standards as well as reports of misconduct for all certified law enforcement officers.

The Council currently certifies almost 4,000 police officers, both full and part-time, employed by the state, counties, and municipalities, and trains or certifies almost 475 sworn employees of the Department of Corrections.

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

Project Overview/Justification:

NHPSTC must document and manage every aspect of the certification and training process of all active, inactive, and full time and part time law enforcement officers attached to all New Hampshire law enforcement agencies. It is crucial that the NHPSTC team can easily monitor all agencies and officers down to the detail to include but not limited to hours completed and outstanding for each academy and training class, employment statuses, other record filings, reporting of misconduct and case management.

Goals and Objectives for Learning and Record Management System:

Essential features of the new system will include an end user interface allowing officers easy access to their personal data. Law enforcement agencies will have an interface to easily access their data, as well as data of all officers assigned to their organization. NHPSTC will have an interface that easily allows it to view, modify, and report on its entire program by State, Region, Agency, or selected Officers. The System will be cloud-based. NHPSTC is seeking a learning and record management system that offers reporting all data fields, including both canned and ad hoc reporting.

This RFP seeks to ensure that the resulting Contract supports NHPSTC's needs and to achieve the best combination of quality, service, price, and any other key components outlined below.

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

### SECTION 1 – OVERVIEW AND SCHEDULE OF EVENTS

#### 1.2. Schedule of Events

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

SCHEDULE OF EVENTS				
EVENT	DATE & TIME (ET)			
RFP Released to Vendors / Inquiry Period Begins (on or about)	June 17 <sup>th</sup> , 2024			
Notification to NHPSTC of the Number of Representatives Attending the Vendor Conference (Optional)	July 8 <sup>th</sup> , 2024			
Vandan Canfananaa (Onlina Mastina) (Ontional)	July 15 <sup>th</sup> , 2024			
Vendor Conference (Online Meeting) (Optional)	10AM to 12PM EST			
Vendor Inquiry Period Ends (Final Inquiries due)	July 22 <sup>nd,</sup> 2024			
Final State Responses to Vendor Inquiries	July 29th, 2024			
Final Date and Time for Proposal Submission	August 23 <sup>rd</sup> , 2024, by 4:00 PM ET			
Invitations for Oral Presentations (Optional)	September 6 <sup>th</sup> , 2024			
Vendor Presentations/Discussion Sessions/Interviews (Optional)	Week of September 9 <sup>th</sup> , 2024			
Estimated Date of Vendor Selection	September 27 <sup>th</sup> , 2024			
Anticipated Governor and Council Approval	December 2024			
Anticipated Effective Contract Date	December 2024			

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

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

#### 2.1. Proposal Submission

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

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

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

#### 2.2. Physical Proposals

Physical Proposals must be addressed to:

STATE OF NEW HAMPSHIRE

New Hampshire Police Standards and Training Council

Capt. Adam C. Hawkins

17 Institute Drive

Concord, New Hampshire 03301

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

RESPONSE TO RFP: NHPSTC - RFP #2024-080 Learning and Record Management System

Physical Submissions shall include:

#### Package 1- Technical Proposal:

- **a.** One (1) original and six (6) clearly identified copies of the Technical Proposal, including all required attachments.
- **b.** One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 3.1.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."

#### Package 2 – Cost Proposal:

**a.** A <u>separate</u> Cost Proposal must be labeled clearly and sealed separately from the Technical Proposal.

One (1) original and two (2) copies of the Cost Proposal, including Pricing Worksheets (as described in Appendix E), must be bound separately.

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

#### 2.3. Electronic Proposals

Electronic Proposals must be addressed to:

TO: adam.c.hawkins@pst.nh.gov CC: maxim.f.schultz1@pst.nh.gov

Proposals must be clearly marked as follows:

Subject: RESPONSE TO RFP: NHPSTC - RFP #2024-080 Learning and Record Management

System

Electronic Submissions must be submitted using the following criteria:

a. Searchable PDF Format

**b.** Files must be less than 10MB in size.

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

Electronic Submissions shall include:

#### Attachment 1: Technical Proposal:

- **a.** The Technical Proposal, including all required attachments.
- **b.** One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 3.1.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."

#### Attachment 2: Cost Proposal:

- c. The Cost Proposal must be labeled clearly and separately from the Technical Proposal.
- **d.** The Cost Proposal must include the Pricing Worksheets (as described in Appendix E).

#### 2.4. Number of Proposal

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

For all proposals, the original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

#### 2.5. Vendor Inquiries

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

Capt. Adam C. Hawkins

Email: adam.c.hawkins@pst.nh.gov

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

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

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

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

#### 2.6. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Agency regarding this RFP is prohibited unless first approved by the RFP Points of Contact listed herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Vendors may be disqualified for violating this restriction on communications.

#### 2.7. Validity of Proposal

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

## New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

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

#### 3.1 Proposal Organization

Proposals should adhere to the following outline.

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

#### 3.1.1. Cover Page

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

STATE OF NEW HAMPSHIRE

New Hampshire Police Standards and Training Council

RESPONSE TO RFP: NHPSTC - RFP #2024-080 Learning and Record Management System

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

#### 3.1.2. Transmittal Form Letter

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

## New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

State of	New Hampshire Proposal Transmittal Form Letter			
Compan	y Name:			
Address	:			
To:	Capt. Adam C. Hawkins			
	603-271-2133			
	adam.c.hawkins@pst.nh.gov			
RE:	Proposal Invitation Name: Learning and Record Management System			
	Proposal Number: RFP #2024-080			
	Proposal Due Date and Time: August 23 <sup>rd</sup> , 2024 4:00 PM ET			
To Who	m It May Concern:			
Services VII: Prices	hereby submits an offer to provide to the State of New Hampshire the sindicated in Learning and Record Management RFP #2024-080 at the price(s) quoted in Vendor Response Section <i>ce Proposal</i> , in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in State of New Hampshire General Provisions and Exhibits, identified in Appendix I.			

#### We attest to the fact that:

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

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

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

## New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

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

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

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

## New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

#### 3.1.3. Table of Contents

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

#### 3.1.4. Section I: Executive Summary

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

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

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

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

Section III shall include the response tables from the Business/Technical Requirements and Deliverables Appendix. The Vendor must document the ability to meet the Business Requirements, Technical Requirements, including following the Statewide Information Security Manual (SISM), and Deliverables of this RFP.

### 3.1.7. Section IV: Narrative Responses

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

#### 3.1.8. Section V: Corporate Qualifications

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

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

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

#### 3.1.10. Section VII: Price Proposal

Section VII shall include the Price Proposal, which must describe the proposed price of the Vendor Proposal based on and reflected by the inclusion of the completed tables listed in the Pricing Appendix. As outlined in Section 2: *Proposal Submission, Deadline, and Location Instructions*, this price proposal must be labeled clearly and <u>sealed separately</u> from the Technical Proposal.

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

#### 3.1.11. Section VIII: Vendor Attachments

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System SECTION 4 - EVALUATION OF PROPOSALS

#### **SECTION 4: EVALUATION OF PROPOSALS**

#### 4.1 Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and price.

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

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

SCORING TABLE				
CATEGORIES	POINTS			
Technical Proposal with the following potential maximum scores for each Technical Proposal category listed below:	<100>			
Proposed Solution – Specification of Work Performed	45			
Vendor's Technical, Service and Project Management Experience	10			
Vendor Company	5			
Staffing Qualifications	5			
FedRAMP/StateRAMP Authorization Status	15			
Price Proposal Potential Maximum Points	20			
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	one hundred (100)			

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

#### SECTION 4 – EVALUATION OF PROPOSALS

#### 4.2 Scoring Detail

#### 4.2.1 Scoring of the Proposed Solution

The Vendor's Proposed Solution will be allocated a maximum score of 45 Points. The main purpose of this section is to measure how well the Solution meets the business needs of the Agency.

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

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

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

Vendor proposed Technical, Service, and Project Management Experience will be allocated a maximum score of 10 Points. In this section, the State will score the technical merits of how the Vendor will carry out the Implementation and maintenance of the Solution. Technical details of the System including security and protection of data, proposed training administrative procedures, how the Vendor manages its team and the Project will be critical. How compatible the Vendor's procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

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

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

#### 4.2.3 Scoring of Vendor Company

Vendor Company qualifications will be allocated a maximum score of 5 points. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

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

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

#### 4.2.4 Scoring of Vendor Staffing Qualifications

Vendor's Staff qualifications will be allocated a maximum score of 5 points. Vendor's Staff must have the training and experience to support the Vendor's plans to implement and support the System.

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

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

#### 4.2.5 Scoring of Solution FedRAMP/StateRAMP Authorization Status.

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System SECTION 4 - EVALUATION OF PROPOSALS

If the vendor's solution (Hosting and Product) is fully FedRAMP or StateRAMP authorized, and within periodicity, the Vendor score for this section shall be awarded at 15% of the total possible points for the technical solution. If only the Vendor's Hosting environment is FedRAMP/StateRAMP authorized the vendor will be awarded 5% of the total possible points for the technical solution.

#### 4.2.6 Scoring the Price

The Vendor's price will be allocated a maximum score of 20 points. The State will only consider Pricing provided in Appendix E - *Pricing* Tables E-1.1 through E-1.7 The price information required in a Proposal is intended to provide a sound basis for comparing price. The Vendor's Price Score formula described in the Price Proposal Review and Scoring section will be utilized for this scoring portion.

#### 4.3 Planned Evaluations

The Agency plans to use the following process:

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

#### 4.3.1.Initial Screening

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

#### 4.3.2. Preliminary Technical Scoring of Proposals

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

#### 4.3.3.Oral Interviews and Product Demonstrations

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

SECTION 4 – EVALUATION OF PROPOSALS

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The Agency may ask the Vendor to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews.

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

#### 4.3.4. Final Scoring of Technical Proposals

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

#### 4.3.5. Price Proposal Review and Scoring

Price Proposals will be reviewed upon completion of the final scoring of Technical Proposals. The Vendor's Price Proposal will be allocated a maximum potential score of 30 points. Vendors are advised that this is not a low bid award and that the scoring of the price Proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Vendor.

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

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

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

#### 4.4 No Best and Final Offer

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

#### 4.5 Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right to:

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System SECTION 4 - EVALUATION OF PROPOSALS

## New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

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

#### 5.1 RFP Addendum

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

#### 5.2 Non-Collusion

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

#### 5.3 Property of the State

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

#### 5.4 Confidentiality of a Proposal

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

#### 5.5 Public Disclosure

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

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

#### 5.5.1. Disclosure of Information Submitted in Response to RFP

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

approved by G&C, or, if the contract does not require G&C approval, until the contract has been actually awarded. This means unsuccessful Vendors shall not be notified of the outcome until that time.

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

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

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

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

By submitting a proposal, Vendors acknowledge and agree that:

**a.** The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;

## New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

- **b.** The State is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- c. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

#### 5.6 Electronic Posting of Resulting Contract

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

#### 5.7 Non-Commitment

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

#### 5.8 Proposal Preparation Cost

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

#### 5.9 Ethical Requirements

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

#### 5.10 Debarment

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

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

A vendor questioning the Agency's identification of the selected Vendor may request that the Agency review its selection process. Such request shall be made in writing and be received by the Agency within 5 (five) business days after the rank or score is posted on the agency website. The request shall specify all points on which the vendor believes the Agency erred in its process and shall contain such argument in support of its position as the vendor seeks to present. In response, the issuing Agency shall review the process it followed for evaluating responses and, within 5 (five) business days of receiving the request for review, issue a written response either affirming its initial selection of a Vendor or canceling the application. In its request for review, a vendor shall not submit, and an Agency shall not accept nor consider, any substantive information that was not included by the vendor in its original application response. No hearing shall be held in conjunction with a review. The outcome of the Agency's review shall not be subject to appeal.

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System SECTION 6 - CONTRACT TERMS AND AWARD

#### **SECTION 6: CONTRACT TERMS AND AWARD**

#### 6.1. Non-Exclusive Contract

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

#### **6.2.** Award

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

#### 6.3. Anticipated Contract Term

The Vendor shall be fully prepared to commence work after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The initial Contract Term will begin on the Effective Date and continue through June 30, 2028. The Contract Term may be extended twice, up to Two (2) year(s) ("Extended Contract Term") for each extension at the sole option of the State, subject to the parties prior written agreement on terms and applicable fees for each extended Contract Term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

#### 6.4. Standard Contract Terms

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

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

#### 6.4.1 Contract Negotiations and Unsuccessful Vendor Notice

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System SECTION 6 - CONTRACT TERMS AND AWARD

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

#### 6.4.2 Subcontractors

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

#### 6.5. Related Documents Required

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

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX A - VENDOR CONFERENCE REQUIREMENTS

#### APPENDIX A: VENDOR CONFERENCE REQUIREMENTS

APPLICABLE (Applicable)

A Non-Mandatory Vendor Conference will be held online on the date and at the time identified in the Schedule of Events:

New Hampshire Department of Information Technology in coordination with New Hampshire Police Standards and Training

July 15th, 2024 from 1000 hours to 1200 hours

MS Teams Credential:

https://teams.microsoft.com/l/meetup-

join/19%3ameeting MDdhODU2MjgtN2UyOS00MTEzLWFkNTAtMWRhNjQ5MGU1N2

O1%40thread.v2/0?context=%7b%22Tid%22%3a%22992deae9-1c4c-42c8-a310-

5088af55ba74%22%2c%22Oid%22%3a%2253af4404-5da3-4a81-8c50-

892637d6f10e%22%7d

Meeting ID: 240 514 206 49

Passcode: woKgkC

All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference. Attendance by teleconference is permitted, and conference call information

PROVIDE CONFERENCE CALL INFORMATION? (will) be emailed to registrants upon request. Vendors are requested to RSVP via Email by the date identified in the Schedule of Events, indicating the number of individuals who will attend the Vendor Conference.

Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable Documentation.

Vendors are encouraged to Email inquiries at least forty-eight (48) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the DAS Website by the date specified as the final State responses to Vendor inquiries as specified in the Schedule of Events. Vendors are responsible for any costs associated with attending the Vendor Conference.

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

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

#### **B-1** Statement of Work

See 1.1.2.

#### **B-2** Business and Technical Requirements

Please utilize the following instructions to complete Table B-2.1 Business Requirements and Table B-2.2 Technical Requirements and submit with your Proposal in Section III: Responses to System Requirements and Deliverables.

#### Vendor Response Column:

Place a "Yes" if the Solution can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below).

Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).

#### **Criticality Column:**

- (M) Indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met in order for the Proposal to be accepted. If the proposer believes that there is something about their Proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a Proposal if the need of the requirement is reduced or eliminated by another feature of the Proposal.
- (P) Indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefulness but the lack of this feature is not considered serious enough to disqualify the Proposal.
- (O) Indicates a requirement which is "Optional". This requirement is considered by the State to be one which useful or potentially useful but not a central feature of the Project.

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

#### **Delivery Method Column:**

Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

Standard - Feature/Function is included in the proposed system and available in the current Solution release.

Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)

Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the modification in the comment area. These cost estimates should add up to the total cost for modifications found in the cost summary table in Section X of the RFP).

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

#### **Comments Column:**

For all Delivery Method responses vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

#### B-2.1 Business Requirements – See Appendix I – Business Requirements

**Table B-2.1 Business Requirements** 

·							
	BUSINESS REQUIREMENTS						
	State Requirements			Vendor			
Req#	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments		
SUBHEA	D						
B1.1							
B1.2							
B1.3							
B1.4							
B1.5							
B1.6							
B1.7							
B1.8							
B1.9							
B1.10							
SUBHEAD							
B2.1							
B2.2							

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

# APPENDIX B BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

B2.3			
B2.4			
B2.5			
B2.6			
B2.7			
B2.8			
B2.9			
B2.10			
SUBHEAD			
B3.1			
B3.2			
B3.3			
B3.4			
B3.5			
B3.6			
B3.7			
B3.8			
B3.9			
B3.10			
SUBHEAD			
B4.1			
B4.2			
B4.3			
B4.4			
B4.5			
B4.6			
B4.7			

## **B-2.2 Technical Requirements**

**Table B-2.2 Technical Requirements** 

	TECHNICAL REQUIREMENTS						
	State Requirements Vendor						
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments		
Secur	Security Compliance Requirements						

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

# APPENDIX B BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

T1.1	Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations CSRC (nist.gov)	М	
T1.2	Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - BaseLine Plus SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations   CSRC (nist.gov)	P	
State	RAMP Authorization		
T2.1	StateRAMP Ready/Authorized Certification Home - StateRAMP	P	
T2.2	If StateRAMP Ready, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	M	
T2.3	If StateRAMP Active, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	M	
T2.4	If StateRAMP In Process, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	
T2.5	If StateRAMP Pending (Under review with StateRAMP PMO awaiting a determination for a verified status), you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal.	М	
T2.6	If Not StateRAMP Progressing, Not StateRAMP Ready, or Not StateRAMP Authorized the vendor shall initiate and provide a StateRAMP Security Snapshot with their response.	M	

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

# APPENDIX B BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

T2.7	Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.	М		
Other	· Certifications in lieu of StateRAMP			
T3.1	FedRAMP Authorized How to Become FedRAMP Authorized   FedRAMP.gov	P		
T3.2	HITRUST (HITRUST is common for Health Care related products and services.) HITRUST Alliance Information Risk Management and Compliance	P		
Hoste	ed Platform			
	The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are preapproved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments.			
T4.1	<ul> <li>AWS US East/West</li> <li>AWS GOVCLOUD</li> <li>AZURE Commercial Cloud</li> <li>AZURE Government (Includes Dynamics 365)</li> <li>GOOGLE Services (Cloud Platform Products and Underlying Infrastructure)</li> <li>ORACLE Government Cloud – Common Controls</li> <li>ORACLE Federal Managed Cloud Services</li> </ul>	P		
Indiv	idual Agency Compliance Requirements (examples listed	below)		
T5.1	FTI Pub 1075	N/A		
T5.2	HIPAA	P		
T5.3	FERPA	P		
T5.4	CJIS	Р		

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

## B-2.3. Statewide Technical Requirements - Statewide Information Security Manual (SISM)

Vendors will be required to adhere to State security policies and procedures identified in the Statewide Information Security Manual (SISM): https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/statewide-information-security-manual.pdf

Note: Products and Hosting Environments that are FedRAMP or StateRAMP authorized are also in full compliance with the SISM.

#### **B-2.4.** Service Level Agreement (SLA)

Vendor agrees to the following Service Level Requirements

	State Requirements		
Req#	Requirement Description	Criticality	
SLA -1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	
SLA -2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	
SLA -3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	М	
SLA -4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M	
SLA -5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	
SLA -6	The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties:  O Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.  O Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require reperformance of the Service.  O Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	М	

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

# APPENDIX B BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

SLA -7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:  a. Class A Deficiency- The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;  b. Class B & C Deficiency—The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M
SLA -8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M
SLA -9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	М
SLA -10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	М
SLA -11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA -12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
SLA -13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server uptime; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
SLA -14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	М
SLA -15	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	М
SLA -16	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

## APPENDIX B BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

	SLA -17	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	Р	
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### **B-3** Activity, Deliverable, or Milestone

Vendor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in Table B-3: Deliverables.

#### **Table B-3 DELIVERABLES**

	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
	PLANNING AND PROJECT MANAGEMENT	
1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Security Plan	Written
6	Communications and Change Management Plan	Written
7	Software Configuration Plan	Written
8	Systems Interface Plan and Design/Capability	Written
9	Testing Plan	Written
10	Data Conversion Plan and Design	Written
11	Deployment Plan	Written
12	Comprehensive Training Plan and Curriculum	Written
13	End User Support Plan	Written
14	Business Continuity Plan	Written
15	Documentation of Operational Procedures	Written
	INSTALLATION	
16	Provide Software Licenses if needed	Written
17	Provide Fully Tested Data Conversion Software	Software
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
	TESTING	
19	Conduct Integration Testing	Non-Software

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

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

20	Conduct User Acceptance Testing	Non-Software	
21	Perform Production Tests	Non-Software	
22	Test In-Bound and Out-Bound Interfaces	Software	
23	Conduct System Performance (Load/Stress) Testing	Non-Software	
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	
	SYSTEM DEPLOYMENT		
25	Converted Data Loaded into Production Environment	Software	
26	Provide Tools for Backup and Recovery of all Applications and Data	Software	
27	Conduct Training	Non-Software	
28	Cutover to New Software	Non-Software	
29	Provide Documentation	Written	
30	Execute Security Plan	Non-Software	
OPERATIONS			
31	Ongoing Hosting Support	Non-Software	
32	Ongoing Support & Maintenance	Software	
33	Conduct Project Exit Meeting	Non-Software	

#### **B-4** Data Location

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

#### **B-5** Background Checks

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

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX C TOPICS FOR MANDATORY RESPONSES

#### APPENDIX C: TOPICS FOR MANDATORY RESPONSES

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

#### **Table C: Topics**

ГОРІС	PAGE LIMIT
C-1 Proposed Solution	
Topic 1 – Description of Solution	7 - Attachment Unlimited (optional)
Topic 2 – Technical Architecture	5
Topic 3 – Software Releases	5
Topic 4 – Data Import/Export Standards	3 - Include Attachment
C-2 Vendor's Technical, Service and Project Management Experience	
C-2.1 Security and Protection of Data	
Topic 5 – System Security	10
Topic 6 – Security Testing	3
C-2.2 State Personnel and Training	
Topic 7 – User Training Approach	3
Topic 8 – Preparation and Expectations of State Staff including Technical Knowledge Transfer	4
C-2.3 Project Execution	
Topic9 – Implementation Approach	10
Topic 10 – Testing Management	6
Topic 11 – Migration Strategy	3
Topic 12 – Environment Setup	2
C-2.4 Project Management	
Topic 13- System Acceptance Criteria	6
Topic 14 – Work Plan, Status Meetings and Reports	No Limit
Topic 15 – Risk and Issue Management	3
Topic 16 – Scope Control	2
Topic 17 – Quality Assurance Approach	6
C-2.5 Ongoing Operations For Vendor Hosted Solution	
Topic 18 – Hosted System	5
Topic 19 – Backup and Recovery	2
Topic 20 – Assurance and Business Continuity Plan	3

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX C TOPICS FOR MANDATORY RESPONSES

Topic 21 – Support and Maintenance for Vendor Hosted System	2

#### C-1. Proposed Solution

#### **TOPIC 1 - DESCRIPTION OF SOLUTION**

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

- 1. Provide a detailed description of your proposed Solution, including features and functionality.
- **2.** Describe how your Solution meets the business requirements in B-2 Business Requirements/Technical Requirements.
- **3.** Describe ease of use and user friendliness of your proposed Solution including learning curve, navigation. Highlight in detail specific advantages to the user Interface. What methodology do you use to ensure that your user Interface is user friendly?
- **4.** Provide an attachment with product literature describing the functionality of the proposed Solution. Provide a table that maps your literature with topics listed in this Appendix. Include references to page numbers.

#### TOPIC 2 - TECHNICAL ARCHITECTURE

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

- 1. Describe the technical architecture (software, hardware, and Network) of the proposed Solution.
- **2.** Describe how your Solution meets the technical requirements in B-2 Business Requirements/Technical Requirements.
- 3. Describe the benefits of the technical architecture (i.e. scalability, adaptability, interoperability, etc.)
- **4.** How will the proposed Solution be accessed (i.e. Web Browser over Internet)?
- **5.** Describe any additional software that will be required on end-point devices and the access authorization level required to install it.
- **6.** Describe any add-on or third-party Software required.
- 7. Is your product dependent on a solution not included in this Proposal?
- **8.** What programming languages are used for development, configuration, and customization of the proposed Solution? When was the core Software written?
- **9.** What components of the Software, such as Middleware, are proprietary?
- **10.** Is the proposed application considered Open Source Software?
- 11. Describe any Open Source Software used by the proposed Solution.
- **12.** Describe the degree to which the proposed Solution meets the requirements of RSA chapter 21-R:10, 21-R:11, 21-R:13, 21-R:14. http://www.gencourt.state.nh.us/rsa/html/i/21-r/21-r-mrg.htm
- 13. Describe any hardware requirements associated with the hardware Solution.

#### TOPIC 3 - ENHANCEMENTS AND NEW RELEASES

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

#### APPENDIX C TOPICS FOR MANDATORY RESPONSES

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

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

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

#### TOPIC 4 - DATA IMPORT/EXPORT STANDARDS

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

- 1. Provide a detailed description of the mechanism and tools included in the proposed System to enable Interfaces defined in B-2 Business Requirements/Technical Requirements.
- 2. What types of Interfaces are possible with the proposed System (On-line, batch, etc.)?
- **3.** What standard Interface formats are used with the proposed Software. What degree of flexibility is available?
- **4.** Does the System employ standard definitions or file layouts for Interfaces? If so, include a sample in an Appendix.
- **5.** What scheduling tools are required for initiation of Interfaces? Are these tools included with the proposed Software?
- **6.** Are there any constraints upon the timing of batch Interfaces?
- 7. Provide an attachment with Data flow diagrams.
- **8.** Describe your experience with organizations similar to the New Hampshire Police Standards and Training Council and discuss what historical Data they have and have not converted/migrated into the new system.
- 9. How many years of historical Data is typically converted in a project similar to this one? Describe how you will help New Hampshire Police Standards and Training Council determine the right number of years to convert.

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

(Vendors whose product has a status of StateRAMP Ready or Authorized do not complete C-2.1, go directly to C-2.2 State Personnel and Training)

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

#### TOPIC 5 - SYSTEM SECURITY

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX C TOPICS FOR MANDATORY RESPONSES

Describe the System security design and architectural features incorporated into the proposed Solution including:

- 1. Compliance with NIST SP 800-171, Protecting Controlled, Unclassified Information in Non-Federal Systems and Organizations
- 2. Compliance with NIST SP 800-63, Digital Identity Guidelines
- 3. Compliance with NIST SP 800-115, Technical Guide to Security Testing and Assessment.
- **4.** The methods used to ensure that the parties to interactions with the Application cannot later repudiate or rebut those interactions.
- **5.** The Intrusion Detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
- **6.** The privacy methods used to ensure that Confidential Data and sensitive communications are kept private.
- 7. The system maintenance methods used to ensure that system maintenance does not unintentionally disrupt the security mechanisms of the Application or supporting hardware.
- **8.** Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
- **9.** The ability of your Software to be installed in a "locked-down" fashion so as to turn off unnecessary features (user accounts, Operating System Services, etc.) thereby reducing the Software's security vulnerabilities and attack surfaces available to System hackers and attackers.
- **10.** The notification and escalation process in the event of an intrusion.

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

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

#### TOPIC 6 - SECURITY TESTING

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

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

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

#### TOPIC 7 - USER TRAINING APPROACH

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX C TOPICS FOR MANDATORY RESPONSES

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

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

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

- 1. Describe how State staff assigned to the Project Team will be involved throughout the Project, including design meetings, decision making, and scope control.
- 2. Provide an overview of Project Team interactions and dependencies between functions.
- **3.** Provide recommendations for State staff requirements to maintain the system after Implementation (skill, # of resources, etc.) Include a worksheet or table identifying State staff resources and the projected number of weekly hours to support the system moving forward.
- **4.** The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address, training curriculum, training priorities and prerequisites, specific commercial and custom course, and one-on-one learning opportunities for State staff.
- **5.** Describe and provide samples of the available Documentation supporting the System. Does the Documentation include technical specifications, troubleshooting tips, technical contact information?
- **6.** Please utilize Table C-2.2 Proposed State Staff Resource Hours to indicate the State roles that will need to be assigned to the Project to support your proposed Implementation approach. Information is required by stages identified in the table below.

Table C-2.2 Proposed State Staff Resource Hours						
State Role	Planning and Project Management	Installation and Testing	System Deployment	Ongoing Operations	Total Hours	
Project						
Manager						
Position #1						
Position #2						
Position #3						
TOTALS						

**NOTE to Vendor:** Key Assumption(s): Denote key roles by adding "(key)" to the 'State Role' column. Add as many rows as necessary to complete the full proposed team.

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX C TOPICS FOR MANDATORY RESPONSES

#### **C-2.3** Project Execution

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

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

- 1. Provide one or more feasible Implementation Plans. For each plan provided:
  - a. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
  - b. Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower prices
  - c. Address the level of risk associated with each plan.
  - d. Why is this the approach you recommend?
- 2. Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project i.e. SharePoint, Portal?

#### TOPIC 10 - TESTING MANAGEMENT

The Contractor shall provide end-to-end planning and preparation for testing and Acceptance of solutions throughout the Project using an industry standard methodology. This shall include training, a detailed testing methodology which covers all "areas of testing", security, required staffing with clear roles and responsibilities, test cases and scripting with associated Data, status and results Reporting. The Test Plan defined shall ensure designed and implemented Solutions are fully supported, tested, and documented.

It is anticipated that the test phases in Table C-2 Testing will be included in the Project described in this RFP. The State will evaluate the quality of testing approach used by the Vendor.

- 1. Describe in detail the end-to-end testing methodology you propose for this Project.
- 2. Describe testing tools that will be used as part of the Solution testing. Will these tools be available to the State or will the State be required to purchase tools?
- **3.** Using the following chart, describe the roles and responsibilities required of Vendor Staff and State Staff, include additional information as needed.

#### **Table C-2 Testing**

Test Phase	Vendor Role /Responsibility	State Role/Responsibility	Tools	Timeframe
Management of the Testing Process				
Test planning				
Test scenario development				
Data preparation				
System preparation				
Unit Testing				

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX C TOPICS FOR MANDATORY RESPONSES

System integration testing		
Defect tracking		
Application stress testing and tuning.		

- **4.** What support will be provided to prepare State staff prior to and during Acceptance Testing? (Training, user Documentation, staff on site, remote support, etc.)
- 5. Will configured Software be delivered in functional components for State Acceptance Testing?
- **6.** The State has defined 3 levels of Defect severity. Describe how you will adopt this methodology or provide a mapping to outline your proposed representation of Defect severity.
- 7. What tools will be used to document and track status of suspected Defects?
- **8.** What role will the State play in classification and prioritization of Defects?
- 9. How quickly will a suspected Defect be investigated and how quickly will the Defects be corrected?
- 10. Provide a sample User Acceptance Test Plan from a completed project as an appendix.
- 11. Will System performance be measured and documented using the State's infrastructure and Data? If yes, how? (Not needed for Hosting?)
- **12.** Outline your methodology for Security and Penetration Testing and provide confirmation that it is NIST SP800-115 compliant.

#### **TOPIC 11 - MIGRATION STRATEGY**

The State will evaluate the degree to which the Vendor will ensure that Data conversion is effective and impacts State staff to the minimum extent possible.

- 1. It is our assumption that the Data Conversion/Migration Plan is a Deliverable that will ultimately lay out the plan required to convert and migrate Data from New Hampshire Police Standards and Training Council legacy system to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.
- 2. Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.
- **3.** Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?
- **4.** What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?
- 5. Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new system.
- **6.** Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process.
- 7. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process?

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX C TOPICS FOR MANDATORY RESPONSES

#### **TOPIC 12 - ENVIRONMENT SETUP**

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

- 1. Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the implementation of the solution, including all necessary training.
- 2. The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
- **3.** Provide diagrams of the environment including Data architecture, Data flows (Include as an attachment).
- **4.** Describe the ramifications to the State if the recommended environment is not followed. (example separate Database and Application Server works better for clients)

#### **C-2.4** Project Management

#### TOPIC 13 - SYSTEM ACCEPTANCE CRITERIA

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

- 1. Propose measurable criteria for State final Acceptance of the System.
- 2. Discuss how the proposed criteria serve the interest of the State.

#### TOPIC 14 - WORK PLAN, STATUS MEETINGS AND REPORTS

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

- 1. The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
- 2. Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones/critical events, Deliverables, and payment Schedule. Include the Deliverables outlined in Appendix B (Business/Technical Requirements and Deliverables), appropriate status meetings and Reports, and include other Deliverables that you, based on past experience, would recommend be developed on this Project.

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX C TOPICS FOR MANDATORY RESPONSES

- 3. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- **4.** Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
  - a. All assumptions upon which the Work Plan is based;
  - b. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
  - c. Assignments of members of the Vendor's team identified by role to specific tasks; and
  - d. Critical success factors for the Project.
- 5. Discuss how this Work Plan will be used and State access to Plan details.
- **6.** Discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the project is on schedule, project expenses incurred to date, and within budget.
- 7. Define your planned approach to maintaining all project documentation. For example, how will this documentation be available to the State staff (Word Doc, SharePoint, etc.).
- **8.** Describe your approach to knowledge transfer between all Vendor project teams for completion of all deliverables defined in this RFP and resulting contract.

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

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

#### TOPIC 15 - PROJECT RISK AND ISSUE MANAGEMENT

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

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX C TOPICS FOR MANDATORY RESPONSES

#### TOPIC 16 - SCOPE CONTROL

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

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

#### TOPIC 17 - QUALITY ASSURANCE APPROACH

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

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

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

(Vendors whose product has a status of FedRamp or StateRAMP Ready or Authorized do not complete C-2.5.)

#### TOPIC 18 - HOSTED SYSTEM

Describe the service model being offered.

- 1. Service is Commercial Off the Shelf Software (COTS), Software-as-a-Service (SaaS), Platform-as-a-service (PaaS), or Infrastructure-as-a-Services (IaaS). Refer to the glossary for definitions.
- 2. The State requires the service provider to use web services exclusively to Interface with the State of New Hampshire's Data in near Real-Time when possible. Describe any client software or plug-in downloads that may be required.

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

- **3.** Provide Certifications and latest audit of the Data Center(s) being used in the Solution offered.
- 4. If Certifications and audits cannot be provided the service provider will be required to implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and Non-Public Information. Such security measures must be in accordance with recognized industry practices such as in the National Institute of Standards and Technology (NIST) Controls 800-53 Rev 4 where applicable. Describe controls including but not limited to

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX C TOPICS FOR MANDATORY RESPONSES

- a. Data storage, data encryption, data destruction, data location, data handling,
- b. business continuity and disaster recovery plan;
- c. Security incident or Data Breach notification;
- d. change control; and
- e. maintenance, patching and upgrades.
- **5.** Describe how the service provider will provide compliance to all Federal and State of New Hampshire laws, regulations, statutes, policies, standards, and best practices relevant to internet based Hosting.
- **6.** The State requests regularly scheduled Reporting to the State of New Hampshire. Describe the availability of Reports available to the State including latency statistics, user access, user access IP address, user access history and security logs for all State of New Hampshire files related to this RFP.
- 7. The State requires the system to be available 24/7/365 (with agreed-upon maintenance downtime), and for the Vendor to provide service to customers as defined in a Service Level Agreement (SLA) which will be developed and agreed to in the Contract phase. The State also requires the service provider to guarantee 99.9% uptime (excluding agreed-upon maintenance downtime). Describe how you will meet these requirements.

#### TOPIC 19 - BACKUP AND RECOVERY

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

- 1. Describe the tools used for Backup and Recovery of Applications and Data.
- 2. Describe timelines for scheduled backup of Data and Servers including the retention schedule.
- **3.** Describe the impact of the proposed backup process on the operation of the System. Also, address the following:
  - a. Use of and method for logging and journaling;
  - b. Single points of failure and recommended approaches for their elimination;
  - c. Approach to redundancy including backup material securely transferred from the site to another secure location to avoid complete Data loss with the loss of a facility.
- **4.** Explain your high-level methodology for creation of a Disaster Recovery Plan.
- 5. Discuss how the disaster recovery plan identifies appropriate methods for procuring additional hardware in the event of a component failure. Also describe any impact of Software License fees. The State believes that additional Software License fees solely related to redundancy for Backup and Recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
- **6.** Discuss how the disaster recovery plan addresses the recovery of lost State Data as well as your own.
- 7. Will the Solution include the option to have the collected Data stored at the Vendor's site, at the State site or both?

#### TOPIC 20 - ASSURANCE OF BUSINESS CONTINUITY

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX C TOPICS FOR MANDATORY RESPONSES

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

#### TOPIC 21 - SUPPORT AND MAINTENANCE FOR VENDOR HOSTED SYSTEM

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

- 1. Describe how the System hardware, Software, and Database will be maintained in accordance with the Specifications, terms, and conditions of the RFP, including providing upgrades and fixes as required.
- 2. Describe the Help Desk Support that will be available to State staff including hours of operation, phone vs Email, access to technical support staff.
- **3.** Describe the classification of a Software Defect (bug) that will be used to indicate the degree of negative impact on the quality of the Software and anticipated response times.
- **4.** Describe any particular procedures required to handle escalation and emergency calls.
- 5. Detail the types and frequency of support tasks required.
- **6.** Describe any different levels and or models of support and maintenance that you provide.
- 7. Describe how the Vendor will work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
  - a. mean time between Reported Deficiencies with the Software;
  - b. diagnosis of the root cause of the problem; and
  - c. identification of repeat calls or repeat Software problems.
- **8.** For all maintenance service calls, the Vendor shall ensure the following information will be collected and maintained:
  - a. nature of the Deficiency;
  - b. current status of the Deficiency;
  - c. action plans, dates, and times;
  - d. expected and actual completion time;
  - e. Deficiency resolution information;
  - f. Resolved by:
  - g. Identifying number i.e. work order number; and
  - h. Issue identified by.
- 9. Describe how the State will be informed of emergency maintenance or system outages?
- 10. Describe how the Vendor will ensure all hardware and Software components of the Vendor Hosting infrastructure will be fully supported by their respective manufacturers at all times. All critical patches for Operating Systems, Databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX C TOPICS FOR MANDATORY RESPONSES

#### C-2.6 Ongoing Operations For State Hosted Solution

#### TOPIC 22 - SUPPORT AND MAINTENANCE FOR STATE HOSTED SYSTEMS

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

- 1. Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.
- 2. Describe the Database support requirements.
- 3. Describe how support and maintenance issues are tracked and prioritized detailing methodology and if any additional Software is required. For all maintenance service calls, the Vendor shall ensure the following information will be collected and maintained:
  - a. nature of the Deficiency;
  - b. current status of the Deficiency;
  - c. action plans, dates, and times;
  - d. expected and actual completion time;
  - e. Deficiency resolution information;
  - f. Resolved by;
  - g. Identifying number i.e. work order number; and
  - h. Issue identified by.
- 4. Describe any procedures required to handle escalation and emergency calls. Describe how the Vendor will work with the State to identify and troubleshoot large-scale System failures. Describe the Vendor's Change Management policy for notification and tracking of change requests as well as critical outages.
- 5. Detail the types and frequency of scheduled support and maintenance tasks required.
- **6.** Describe any different levels and or models of support and maintenance that you provide.
- 7. Describe how you will enable the State to deploy the selected managed service for endpoint detection and response within the State Hosted Server Environment.

Remainder of this page intentionally left blank.

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

#### APPENDIX D STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

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

#### **D-1.** Vendor Qualifications

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

- a. Corporate qualifications of each Vendor proposed to participate in the Project;
- **b.** Proposed team organization and designation of key staff;
- c. Individual qualifications of Candidates for the role of Project Manager; and
- d. Individual qualifications of Candidates for other key staff roles.

This Appendix identifies specific information that must be submitted with your Proposal.

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

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

### D-2.1. Financial Strength

Provide at least one of the following:

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

#### D-2.2. Litigation

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

#### **D-2.3.** Prior Project Descriptions

Provide descriptions of no more than Two (2) similar POST projects completed in the last Five (5) years. Each project description should include:

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

#### **D-2.4.** Subcontractor Information

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

#### APPENDIX D STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

- **a.** Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
- **b.** A high-level description of the Subcontractor's organization and staff size;
- c. Discussion of the Subcontractor's experience with this type of Project;
- **d.** Resumes of key personnel proposed to work on the Project;
- **e.** Two references from companies or organizations where they performed similar services (if requested by the State); and
- **f.** Physical location of Subcontractor's headquarters and branch offices, including offshore locations.

Subcontractors who provide solutions must meet all technical requirements defined in Appendix B.

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

- **a.** Provide an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.
- **b.** Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

Not applicable

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

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

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

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

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

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# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX E PRICING

#### **APPENDIX E: PRICING**

#### E-1. Pricing

Vendor's Price Proposal must be based on the worksheets formatted as described in this Appendix.

The Vendor must assume all reasonable travel and related expenses. All labor rates will be "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out-of-pocket expenses.

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

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

Table E-1.1.

	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Work Plan	Written		
3	Project Status Reports	Written		
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
5	Security Plan	Written		
6	Communications and Change Management Plan	Written		
7	Software Configuration Plan	Written		
8	Systems Interface Plan and Design/Capability	Written		
9	Testing Plan	Written		
10	Data Conversion Plan and Design	Written		
11	Deployment Plan	Written		
12	Comprehensive Training Plan and Curriculum	Written		
13	End User Support Plan	Written		
14	Business Continuity Plan	Written		
15	Documentation of Operational Procedures	Written		
INSTA	LLATION			
16	Provide Software Licenses if needed	Written		

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX E PRICING

17	Provide Fully Tested Data Conversion Software	Software
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
TESTIN		
19	Conduct Integration Testing	Non-Software
20	Conduct User Acceptance Testing	Non-Software
21	Perform Production Tests	Non-Software
22	Test In-Bound and Out-Bound Interfaces	Software
23	Conduct System Performance (Load/Stress) Testing	Non-Software
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software
SYSTEN	M DEPLOYMENT	
25	Converted Data Loaded into Production Environment	Software
26	Provide Tools for Backup and Recovery of all Applications and Data	Software
27	Conduct Training	Non-Software
28	Cutover to New Software	Non-Software
29	Provide Documentation	Written
30	Execute Security Plan	Non-Software
ONGOI	NG OPERATIONS – DETAILED IN PRICIN	IG TABLES BELOW
31	Conduct Project Exit Meeting	Non-Software
		Total

#### E-1.2. Hardware Pricing

Please utilize the following table to detail the required hardware pricing associated with your Proposal.

Table E-1.2.

	HARDWARE PRICING WORKSHEET						
	HARDWARE ITEM	ONE TIME PRICE					
1							
2							
3							
	Total						

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

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX E PRICING

#### E-1.3. Software License Pricing

Please utilize the following table to detail the required Software price associated with your Proposal.

Table E-1.3.

	SOFTWARE LICENSE PRICING WORKSHEET						
	SOFTWARE ITEM	INITIAL PRICE					
1							
2							
3							
	Total						

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

### E-1.4. Software Operations, Maintenance and Support Pricing

Please utilize the following table to provide a detailed listing of the annual operational prices of each Software product that is part of your Proposal, including operations, maintenance and support. This should not include the initial price identified in the Software License Pricing Table listed above.

Table E-1.4.

SOFTWARE OPERATIONS, MAINTENANCE, AND SUPPORT PRICING WORKSHEET								
SOFTWARE NAME YEAR 1 YEAR 2 YEAR 3 YEAR 4 YEAR 5								
					N/A			
					N/A			
					N/A			
Total					N/A			

**NOTE to Vendor:** Key Assumption(s): Vendors should add/use a separate row for each Software package proposed that requires annual support prices.

#### E-1.5. Hosting Pricing

Please utilize the following table to provide a detailed listing of the annual Hosting prices of the full Application. This may include Web Site Hosting Fee, Technical Support Fee, Maintenance and Update Fees, Data Storage Fees, Upload/Download Fees etc.

Table E-1.5.

HOSTING DETAIL PRICING WORKSHEET					
HOSTING DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

#### APPENDIX E PRICING

			N/A
			N/A
			N/A
Total			N/A

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

#### E-1.6. Other Pricing

If other prices exist but were not handled in the above Pricing Table Worksheets, please utilize the following table to provide a detailed itemization of any additional price.

Table E-1.6.

OTHER PRICING WORKSHEET								
OTHER PRICE DESCRIPTION YEAR 1 YEAR 2 YEAR 3 YEAR 4 YEAR 5								
					N/A			
					N/A			
					N/A			
Total					N/A			

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

#### **E-1.7.** Implementation Pricing Summary

Please utilize the following table to summarize all Implementation prices associated with your Proposal.

Table E-1.7.

IMPLEMENTATION PRICING SUMMARY WORKSHEET				
Pricing TABLE #	PRICE TYPE	TOTAL PRICE		
1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)			
2	Hardware Pricing (Total from Hardware Pricing Worksheet)			
3	Software License Pricing (Total from Software License Pricing Worksheet)			
4	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)			

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX E PRICING

5	Hosting Pricing (Total from Hosting Detail Pricing Worksheet)	
6	Other Pricing (Total from Other Pricing Worksheet)	
	Grand Total	

#### E-2. Additional Pricing Reference

Tables E-2.1 through E-2.2 include information for reference purposes only and will not be taken into account in determining the Price Proposal score.

#### E-2.1 Vendor Staff, Resource Hours and Rates

Use the Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals who will be assigned to the Project, hours and applicable rates. Information is required by stage. Names must be provided for individuals designated for key roles, but titles are sufficient for others.

Table E-2.1

Vendor Role	Name	Planning and Project Management	Installation and Testing	System Deployment	Ongoing Operations	Hourly Rate	Hours X Rate
Project Manager							
Position #1							
Position #2							
Position #3							
TOTALS							

**NOTE to Vendor:** Key Assumption(s): Denote key roles by adding "(key)" to the 'Vendor Role' column. Add as many rows as necessary to complete the full proposed team.

#### E-2.2 Future Vendor Rates

The State may request additional services from the selected Vendor and require rates in the event that additional services are required. The following format must be used to provide this information.

The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.

Table E-2.2

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX E PRICING

VENDOR ROLE	SFY <xx></xx>				
Project Manager					
Position 1					
Position 2					
etc.					
Total					

**NOTE to Vendor:** Key Assumption(s): Denote key roles by adding "(key)" to the 'Vendor Role' column. Add as many rows as necessary to complete the full proposed team.

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# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX F DOIT INFRASTRUCTURE & SECURITY

#### APPENDIX F: DOIT INFRASTRUCTURE & SECURITY

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

#### F-1. Technical Architecture

Components of the State's technical architecture include:

#### F-1.1. State Network Environment

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

#### F-1.2. Internet Access

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

#### F-1.3. VMware

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

#### F-1.4. Oracle

For the State's Oracle enterprise systems, an Oracle/Linux solution (OVM) is used for the virtual environment. Similar to the windows environment, this Solution provides a highly scalable and high availability environment and also utilizes the EMC Networker and Data Domain backup solution. Data Domain is also employed to meet the backup requirements within OVM.

#### F-2. Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by the New Hampshire Statewide Strategic Information Technology Plan. This environment is end user centric, utilizing the Internet and Web whenever possible,

# New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX F DOIT INFRASTRUCTURE & SECURITY

promoting electronic transactions, and centralized common services (security, e-Commerce), where possible.

#### F-2.1. Security

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

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### New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX H DEFINITIONS

### **APPENDIX G:** TERMS AND DEFINITIONS

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

Term	Definition		
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.		
Commercial Off The Shelf Software	Software that is purchased from a vendor and is ready for use with little or no change.		
	Information required to be kept confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other.		
Confidential Information	Confidential Information includes any and all information owned or managed by the State of NH of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.		
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.		
Data Breach	"Data Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.		
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.		
Deliverable	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.		
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.		
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.		
<b>Hosted Services</b>	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.		

## New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX H DEFINITIONS

Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, agreement or administrative rule from access by the general public as public information.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Personal Information	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., ne, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
POST	Peace Officer Standards & Training = New Hampshire Police Standards & Training
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	"Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.

### New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX H DEFINITIONS

Software	All Custom, SAAS and/or COTS Software provided by the Contractor under the Contract.		
Software Deliverables	All Custom, SAAS and/or COTS Software and Enhancements.		
Software License	Licenses provided to the State under this Contract.		
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.		
Solution	A proposed set of Software and Services addressing the requirements and terms of a Request for Proposal.		
Specifications	The written details that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.		
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.		
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.		
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.		
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.		
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.		
Vendor/Contracted Vendor	The company whose Proposal or quote was awarded a Contract with the State and who is responsible for the Services and Deliverables of the Contract.		
Verification	Supports the confirmation of authority to enter a computer system application or network.		
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.		

### New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX H DEFINITIONS

Documentation that details the activities for the Project create the Contract. The plan and delineation of tasks, activities performed and Deliverables to be produced under the Produced Shall include a detailed description of the Schedule, tasks/act critical events, task dependencies, and the resources that participate on each task.	es and events to be oject as specified in bles. The Work Plan ivities, Deliverables,
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### New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX H DEFINITIONS

#### APPENDIX H: P-37 STATE OF NEW HAMPSHIRE GENERAL PROVISIONS AND EXHIBITS

#### FORM NUMBER P-37 (version 2/23/2023)

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

#### **AGREEMENT**

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

#### **GENERAL PROVISIONS**

#### IDENTIFICATION.

1.

1.1 State Agency Name		1.2 State Agency Address			
1.3 Co	ntractor Name		1.4 Contractor Address		
1.5 Co Phone	ontractor	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation	
	ımber	Ont und Class	Dute	Dimitation	
1.9 Contracting Officer for State Agency			1.10 State Agency Telephone Number		
1.11 Contractor Signature			1.12 Name and Title of Contractor Signatory		
		Date:			
1.13 State Agency Signature			1.14 Name and Title of State Agency Signatory		
		Date:			
1.15 A	pproval by the N	J.H. Department of Administration	on, Division of Personnel (if appli	icable)	
By:			Director, On:		
1.16 Approval l	by the Attorney (	General (Form, Substance and Ex	ecution) (if applicable)		
В	y:		On:		
1.17 Approval by the Governor and Executive Council (if applicable)					
G&C Item number:			G&C Meeting Date:		

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Contractor Initials_	
Data	

### New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System

#### APPENDIX H DEFINITIONS

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

#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

- 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
- 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.
- 3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

## 5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
- 5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. 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.
- 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
- 5.4 The State's liability under this Agreement shall be limited to monetary edits not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

# 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

- 6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
- 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.
- 6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall

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be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

#### 8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any daEdits the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

#### 9. TERMINATION.

- 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
- 9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

#### 10. PROPERTY OWNERSHIP/DISCLOSURE.

- 10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
  10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement.

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No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

- 12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
- 12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.
- 13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, daEdits, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising death, personal injury, property daEdit, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 commercial general liability insurance against all claims of bodily injury, death or property daEdit, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and
- 14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- **16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.
- **17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- **18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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### New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX H DEFINITIONS

#### 19. CHOICE OF LAW AND FORUM.

- 19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. 19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.
- **20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.
- **21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.
- **22. HEADINGS**. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.
- **24. FURTHER ASSURANCES.** The Contractor, ng with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.
- **25. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- **26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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## New Hampshire Police Standards and Training Council RFP #2024-080 - Learning and Record Management System APPENDIX I Business Requirements List

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req#	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Overall Fu	nctionality				
0.1	Track all training to include but not limited to mandatory, inservice, and academies	M			
0.2	Course Mapping/Pre-Approvals for required training	M			
0.3	Ability to designate an agency's approving training supervisor	M			
0.4	Upload external certificates - approved by agency	M			
0.5	Provide completion certificates for all training	M			
0.6	Limit submitted report visibility based on role permissions (misconduct)	M			
0.7	Tag profiles based on employment actions (decert, misconduct)	M			
0.8	Agency-produced training output reports	M			
0.9	Create users based on Report Form submission (New Hire)	M			
0.10	All reports point to mentioned user(s) which appear in user profile; visibility will be based on security context	M			
0.11	All reports point to mentioned agencies(s) which appear in an organizational profile; visibility will be based on security context	M			
0.12	Cloning function in general - certificates, courses, course sessions, etc.	M			
0.13	Self-registration portal - external users for training and report submission	M			
0.14	Assign specific role/permission based on agency context and or report/workflows requirements	M			
0.15	Ability to assign multiple reviewers to reports/workflows	M			
0.16	Ability to change user's agency context (if employed by multiple agencies)	M			
0.17	Depending on defined roles, control specific reports and user information that users can view, edit, share etc.	M			
0.18	Define multiple agency employment records	M			
0.19	Assign instructor expiration dates based on end of year - automated emails etc.	M			
0.20	Ability for agency training officers to assign employees to training	M			
0.21	POST users' ability to work inside of a Sandbox(s) environment	M			
0.22	Produce and send announcements, information etc. to all users	M			
0.23	Central location for past announcements/list - dashboard	M			

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0.24	Global emails/ announcements sent based on one or more user roles/tags	M	
0.25	During system set up, Vendor provides required fields for POST population	М	
0.26	Email notification of status changes pertaining to report/workflows/training statuses	M	
0.27	POST Training - PDF how tos, live training, video clips, interactive video	M	
0.28	Agency Training PDF how tos, live training, video clips, interactive video	M	
0.29	Dedicated case file / internal affairs module	M	
0.30	Upload various document types to case file or input report	M	
0.31	Export reports – based on given time frames and or custom time frame	M	
1.00	User Information		
1.1	Add and Edit User Records	M	
1.2	View/edit role permissions for User Information fields	M	
1.3	Duplicate Checking Prior to Addition of a User Record	M	
1.4	Duplicate User Search and Merge Functionality	P	
1.5	Mark Possible Duplicate User Search Results as Unique	P	
1.6	Store All Employment Records	M	
1.7	Track Employment, Title/Rank, Status	M	
1.8	Maintain Employment History	M	
1.9	Hide/Show Employment History Permissions	M	
1.10	Gender, Date of Birth part of User Record	M	
1.11	Maintain Legally Defensible Training Records	M	
1.12	Issue and Track Certifications with Status	M	
1.13	Print Certifications, Officer/Agency/POST	M	
1.14	Email Certificates to Officer/Agency	M	
1.15	Renew Certifications	M	
1.16	Include Comments upon Certification Issuance	M	
1.17	Maintain Contact Information for Agencies by POST	P	
1.18	Contact Information For Users and Agency	P	
1.19	Select Custom Gender Identify Values	P	
1.20	Maintain Emergency Contact Information Officer/Agency	P	
1.21	Education Level	M	
1.22	Show Military Experience	M	
1.23	Track Education and/or Military Experience	M	
1.24	Add Profile Pictures to User Record	P	
1.25	Securely Track Personally Identifiable Information (SSN, DOB, EEOC, Blood Type, Gender, etc.)	М	

1.26	Maintain searchable alternative name list, associate with PSTC ID	M	
1.27	Flag User Records	M	
1.28	Define and Track User-Defined Fields	M	
1.29	User Search by Custom-Defined Fields	M	
1.30	User Search via any name field (first, last, alternative), DOB, PSTC ID,	M	
1.31	User Search by Email Address	M	
1.32	Designate Users as Instructors	M	
1.33	Search for Instructors	M	
1.34	Roster Full Name Searching, with Status Filter	M	
1.35	View All Employment Details Report	M	
1.36	Define and Track User-Defined Fields for Instructors	M	
1.37	Include Supervisor User Type(s) as CC/BCC Recipients on Additional Automated Email Notifications	P	
2.00	Agency and POST Information		
2.1	Organization Relationship/Hierarchy	M	
2.2	Ability to Flag and Categorize Organizations	P	
2.3	Track Organization POST Mandated Reporting	P	
2.4	Track Organization Non-Mandated Reporting	P	
2.5	Link to Organization/Sub-Organization on Organization Record	M	
2.6	Set Due Dates for Training Requirements	P	
2.7	Active Employee Roster Report	P	
2.8	User Training History Report	M	
2.9	Organization Search and Merge Functionality	M	
2.10	View Employment Actions and Status Relating to Separation	P	
2.11	List Separation Reason and Details (see Forms)	M	
2.12	Prevent Employment Separation Action when Adding Duty Assignments	О	
2.13	Permission to View Employment Separation Action, Reason and Details	M	
2.14	Import Wizard Support for Employment Separation Action Reasons and Details	О	
2.15	View Employment Details	M	
2.16	Define and Track User-Defined Fields for Organizations	P	
2.17	Add Job Types with Training Requirements	P	
2.18	Import Schedulable Activities on a Class Template	P	
2.19	Edit Observed Assessments including Timed, Numeric, Firearms, Pass/Fail, Percentage, Scored and Pass/Fail Checklist Assessment Types	M	

2.20	Copy an Existing Activity Record to a New Class/Class Template	M	
2.21	Define Class/Session Dates	M	
2.22	Add and Edit Training Locations	M	
2.23	Auto-Generate or Manually Assign Class Names	P	
2.24	Assign Staff with Specific Types in Classes	P	
2.25	Send Email to Students in Staff Assigned Classes through the Interface	P	
2.26	Enroll Student(s) Directly into Classes, Supervisor	M	
2.27	Import Student(s) Directly into Classes (CSV, XLSX)	P	
2.28	Print and Email Student Attendance Summary	P	
2.29	Record Assessment Scores including Retests, Observers, and Comments via Import	P	
2.30	Record Assessment Scores including Retests, Observers, and Comments Manually	P	
2.31	Assessment Performance Reports (Student and/or Class)	M	
2.32	Track Student Completion Status	M	
2.33	Define and Record Class Attendance, including Make-Ups	M	
2.34	Confer Certifications for Students upon Class Completion	M	
2.35	Create/Confer/Print Custom Student Certificates	M	
2.36	Create/Print Student Transcripts	M	
2.37	Support for Class Certificate when Importing Class Templates and Classes	M	
2.38	Create/Confer Student Awards from Training Class	P	
2.39	Edit Student Departures with Action, Reason, and Reason Details	P	
2.40	Record and Edit Training Events, including Student Rosters and Associated Documentation	M	
2.41	Import and Display Student Grade and Pass/Fail Status	M	
2.42	Specify Available Training Category Selections when Reporting Completed Training	M	
2.43	Monitor Review of Current and Upcoming Class/Academy Activity	M	
2.44	See Planned Events	M	
2.45	Completed Training Monitor with Filters to Show Completion Summary, by Training Type	M	
2.46	Custom Gender Identity Values on Departure Reports	P	
2.47	Class Date-Based Automated Emails	P	
2.48	Edit Class Automated Emails	P	
2.49	Search for Completed Training, by Person	M	
2.50	Sortable List of Programs Page and Quick Search Option	M	

2.51	Submit Both Scored and Pass/Fail Checklist Assessment Results in the Interface	P	
2.52	Unified Access to all Class Override Options for Eligible Automated Email Templates	M	
3.00	Output Reports		
	Custom Report Designer	M	
3.2	Add or List Custom Reports	M	
3.3	Report viewing/downloading/creating/editing role and agency context based	M	
3.4	All Data Field scan be formatted in Exports and Visual Lists	M	
3.5	Training Distribution lists	M	
3.6	Fulfill Personally Identifiable Information (PII) Requests	M	
3.7	Search and Export Tools for Multiple Record Types	M	
3.8	Audit Trail Report	M	
3.9	Roles Capability Report for Interface Contexts	M	
3.10	Roles Capability Report for Forms	M	
3.11	Usage Statistics	M	
3.12	Training Hours Report	M	
3.13	Missed Training by Training Category Report	M	
3.14	Check Hours Training Report	M	
3.15	Employment Separation Statistics Report	M	
3.16	Employment Separations by Gender and EEOC Category Report	M	
3.17	Draft Edited Custom Report Templates with Version Support	M	
3.18	Support for Boolean Fields when Designing Custom Reports	M	
3.19	Include User current employing agency(s) and custom fields on Custom Reports	M	
3.20	Support for Military Service Data in Custom Reports	P	
4.00	Administration		
4.1	High Security System Framework (NH DoIT Compliant)	M	
4.2	User Alerts when Using Invalid Links	M	
4.3	Report a User to the National Decertification Index	M	
4.4	Batch-Import Options for Updates	P	
4.5	Define Multiple User Roles with Separate Read/Add/Edit/Delete Permissions	M	
4.6	Assign Multiple User Roles in Context of Agency	M	
4.7	Login Page Redirect Options	P	
4.8	Specify New User Required Enrollment/Registration based on user type (LEO, LEA user, or other)	M	
4.9	Specify Permission to Control Class/Session Edits	M	

4.10	Administrator Access Setting to Determine Roles to Assign a User	M	
4.11	Create or Edit Workflows for each Form	M	
4.12	Create Workflow Templates to apply to Forms	M	
4.13	Create Workflow Templates to Process Class Template Tasks	M	
4.14	Change Order of Tasks in a Workflow associated with a Form	M	
4.15	Workflow Tasks Monitor with Filters	M	
4.16	Assign/Reassign a Workflow Tasks based upon role permissions	M	
4.17	Monitor Status of All Workflows for a User	M	
4.18	Monitor Workflows with User Status, Agency filers	M	
4.19	Unworkable Tasks Workflow Alerts/List	M	
4.20	Assume Workflow Tasks with an assigned role permission	M	
4.21	Acknowledgement of RSA 641:3 Unsworn Falsification to Submit a Form	M	
4.22	Automated Emails for Due/Overdue Workflow Tasks	P	
4.23	Show current Workflow Task Status	P	
4.24	Re-assign Workflow Task Assignment via role permission on Form	M	
4.25	Save Current Location when Pinning Workflow Task	P	
4.26	Create/send email to reviewer or submitter via Form page	P	
4.27	Copy Workflow from a Form to another Form	M	
4.28	Add Workflows Category to a Workflow Category Template	P	
4.29	Assign Category Workflow Template to Multiple Templates	P	
4.30	Add Workflow Category Quick Links in Workflow Tasks	P	
4.31	Assign/Reassign Workflow Task to a Specific Person	M	
4.32	Assign and Remove a User or role from a Workflow Type	M	
4.33	Assign Observers to a Workflow Task	M	
4.34	List Form next step in Workflow on Agency Supervisor dashboard	P	
4.35	List Form next step in Workflow on user(s) dashboard	P	
4.36	Start User Workflows from the Interface	P	
4.37	Start and Track User Workflow by the User	P	
4.38	Specify Workflows information in Reports	M	
4.39	Filter and Inactivate Custom Report Templates	M	
4.40	Reassign Workflow Tasks to an agency context role	M	
4.41	Assign User Workflow Tasks to the Subject and User Who Starts a Workflow	M	
4.42	Create Agency Based Workflows	P	
4.43	Designate Alternate Workflow Task Assignees	P	

	Display Name of User Assigned to Workflow Tasks in		
4.44	Workflow Task Monitors to identify task assignees for progress checks and Follow-up actions	M	
4.44	Filter Workflow Task Monitor by Assignee	M	
	Start a Workflow when Submitting a Form	M	
4.46	Import Staff Assignments	P	
4.47		P	
4.48	Designate Student Group(s) on Staff Assignments		
4.49	View List of Staff Workflow Assignments	M	
4.50	View Task Assignments on Workflow Categories and the Workflow Monitor	M	
4.51	Create and Start a Workflow Template for User Records	M	
4.52	Overview Training Events Interface	M	
4.53	Training Distribution Tile to View Class and Graduated Student data	M	
4.54	Search for Agencies	P	
4.55	Flags Monitor Interface	M	
4.56	Certificate Printing Template	P	
	Workflow can Preview/Edit User, Employment or other areas	M	
4.57	before automatic entry	M	
4.58	Use Existing Workflow Category and Activity Documents as Workflow Reference	P	
4.59	Edit User Record from a Training Class/Session Roster	M	
4.60	Use Training Categories for Training by User Searches	M	
4.61	Automated Category Status Change Workflow Task	M	
4.62	Create a Form in Draft as a Workflow Task Status	M	
4.63	View Form Data Using a Custom Output Format	M	
4.64	Automated Email for Workflow Task Assignments	M	
4.65	Automated Notification Email and Rejection Options for Processed Workflow Tasks	M	
4.66	Display Workflow Tasks by Assigned Workflow Type	M	
4.67	Email Notification for System User Access	M	
4.68	Auto-Lock Inactive User Accounts based on User Type	P	
4.69	Automated Security Notifications	M	
4.70	Customizable Password Rules	M	
4.71	Single Sign-On Using Active Directory and SAML 2.0 Tokens	P	
4.72	Prevent Reuse of Usernames and Emails	M	
4.73	Set the Default Sign-in Page for User Types	M	
4.74	Data Partitioning to Logically Segment Records by User	M	
4.75	Customizable Dashboard Views	M	
4.76	System Health Monitor to Review Nightly System Processes	M	
4.77	User-defined Automated Email Notifications	M	

4.78	Import Wizard to Easily Add Data	P		
4.79	Search for Inactive People	M		
4.80	Education, Military, and Language Fields on Forms	P		
4.81	Import Wizard for Automatic Imports	P		
4.82	Import Documents from Forms	M		
4.83	Audit Trail Report of User Data	M		
4.84	Access to specific Forms by Role Permissions	M		
	Preview Form Data in Custom View Layout Prior to Workflow	M		
4.85	Task Submission			
4.86	Create and Save Reusable Import Templates	M		
4.87	Label Management (define terminology in user interface)	P		
4.88	API Access to Saved Advanced Data Exports	P		
4.89	API Access to External Systems	P		
4.90	Support for FEMA FRTS in Data Services API Access	P		
4.91	View/Hide User Interface Access Permissions	M		
4.92	Interface Users to Edit Personal Information on Behalf of Workforce Personnel	M		
4.93	Support for Two-Factor Authentication	P		
4.94	User-Defined Fields for Reports	M		
4.95	Import Numeric Assessment Results	M		
4.96	Using Workflow Tasks to Automatically Add/Remove User or Organization Flags	M		
4.97	Current Workflow Tasks Status Filters	M		
4.98	Set Permission to View Employment Separation Details in User Interface	M		
4.99	Import Using Microsoft® Excel® Data Files	M		
4.100	Edit Assigned Workflow Task Properties and View the Task Edit History	M		
4.101	Export FEMA FRTS Data as XML from Class and Online Event Rosters and Criteria to Identify Assessments for Export	M		
5.00	Compliance			
5.1	Certify Personnel, Organizations, and Inventory	P		
	Create Certifications which are Non-Expiring, Expiring Based			
	upon Predefined Timeframes, or Expiring Based upon	M		
5.2	Employment Criteria  Edit the Certificate Printing Template for a Certification	M		
5.3		M P		
5.4	Assign Job Types to a User Record			
5.5	Assign Job Types from User Search Results	P		
5.6	Issue Certification when Completing Training/Job Attainment Requirements	M		
5.7	Access the Compliance Monitor in the User Interface	M		

5.8	Compliance Monitor Data Partitioning Support	M	
5.9	Authorized Users to Access Only Specific Certifications	M	
5.10	Audit User Submitted Certification Issuance Applications	P	
5.11	Export User Compliance Audit Results	M	
	Data Partitioning Support on the Review Pending Application	P	
5.12	Audits Pages	Г	
	Track Multiple Dimensions of Compliance (e.g., training, age,	P	
5.13	documents, skills, certifications, and custom attributes)	1.4	
5.14	Send Class Type Certifications Automated Email	M	
5.15	Automated Email Notification When an Audited Certification Application is Rejected	P	
3.13	Specify Certification Type(s) Available via Public Certification		
5.16	Requests	P	
	View Reusable Certification Requirements, Registration	М	
5.17	Prerequisites, and Conduct and Performance Items	M	
5.18	Define and Edit Custom Certification Status Values	M	
5.19	Available Fields for Certification ID Tracking	M	
5.20	Automatic Renewals based on Auto-Fulfilling Requirements	P	
5.21	Retroactively Auto-Renew Certifications	P	
5.22	Certification Auto-Renewal Exceptions Dashboard	P	
5.23	Maintain Compliance History (all changes)	M	
5.24	Compliance Monitor to Identify Upcoming and Recent Expirations	M	
5.25	Multiple, Automatic Notifications via email for Upcoming Expirations	M	
5.26	View Roster of People based on Requirement Display Settings	M	
5.27	Use Year or Class Session End Date for Auto-Renewing Certifications	P	
5.28	Automatically Start a Workflow Interface for Submitted Certification Application Audits	P	
6.00	Training Management System (TMS)		
	Supports SCORM (1.2 and 2004 r4) Compliant Content Created Using Popular Industry-standard 3 <sup>rd</sup> Party Content	M	
6.1	Authoring Tools		
6.2	Supports Aviation Industry Computer-Based Training Committee (AICC)-Compliant Online Content with the LMS	M	
6.3	Maintain Online Course Library	M	
6.4	View and Edit Customizable Online Content Page with Details About Files in the Course Library	M	
6.5	Prevent Upload of SCORM Package Content Elements, by file type	M	
6.6	Provide Online Event Descriptive Information to Assigned Learners	M	

6.7	Add/Edit a Graphic Edit for an Online Event	M	
6.8	Add Discussions to Classes and Activities	M	
6.9	Discussion Content Notification	M	
6.10	Discussion Forum Listing and Metrics	M	
6.11	Add Documents to Discussions	M	
6.12	Email Discussion Forum Activity	M	
6.13	Search for and Filter Students in an Online Event Roster	M	
6.14	Create Blended Training Classes	M	
6.15	Add Online Assessments to Online Events	M	
6.16	Edit Online Training Event Credit Hours	M	
6.17	Assign Training by Organization, Job Type, Certification	P	
6.18	Online Event Dashboard for Students	M	
6.19	Self-Registration for Online Training Events	M	
6.20	Department Training Coordinators to Register Others	M	
6.21	Online Event Automated Email Notifications	M	
6.22	Send Online Event Completion Automated Email for Successful Retakes	M	
6.23	Filters for Students on the Online Event Record	M	
6.24	User Defined Fields for Online Events	M	
6.25	Automated Email Notification when Student is Assigned an Online Training Event; or change of status	M	
6.26	Provide Students with Anytime, Anywhere Access to Online Training Events via Modern Browsers	M	
6.27	Bookmark Online Content Allowing Student to Resume Where They Left Off	M	
6.28	Automatically Track Online Training Event Completion Metrics and Grades on Course Dashboard and Student Record	M	
6.29	Automatically Confer or Renew Certifications onto Student Record	M	
6.30	Online Training Event Administration Dashboard	M	
6.31	Updates to the Add Online Training Page on the Class Template/Class Record	M	
7.00	Live and Blended Course Scheduling		
7.1	Leverages Existing Curriculum to Build Class Schedules	M	
7.2	Supports Complex, Multi-week Training Programs	M	
7.3	Schedule Template Import and Export	P	
7.4	Define and Edit Non-Training Days (i.e., holidays and weekends)	P	
7.5	Go to Specific Date on a Calendar Overview	M	
7.6	Define Training Facilities, Resources, and Equipment	P	

7.7	Display a List of Current Classes and Sessions with Facility Assignments for the Selected Dates and Times	M	
7.7	Display Conflicts and Availability on Facility Assignment by	D	
7.8	Class Page	P	
	Define Instructor, Class, Facility and Equipment Availability	P	
7.9	Profiles		
7.10	Group Scheduled Facilities and Equipment by Date/Time and Class/Activity in a Scheduled Equipment Report	P	
7.11	Display Training and Planned Events on a Public Calendar	P	
	Enrolled Students to Print their Class Schedules from the User	P	
7.12	Interface		
7.13	Define Resource Assignment Rules for Segments of Instruction (Instructor, Facility, Equipment)	P	
7.14	Enter/View Planned Event Attendee Count	P	
7.15	Drag and Drop Segments on the Schedule Template/Class Schedule	P	
7.16	Require Multiple Certifications in Personnel Scheduling Rules	P	
7.17	One-click Automated Class Creation based on Business Rules	P	
7.18	Automatically Schedule Instructors, Facilities, and Equipment	P	
7.19	Automated Conflict Avoidance and Alerts	P	
7.20	Filter and View Free/Busy Overview by Resource/Asset	M	
7.21	Resolve Scheduling Conflicts	M	
7.22	Assign Planned Event Coordinator	M	
7.23	Filter the Free/Busy Overview	M	
7.24	Monthly View of Free/Busy Overview	M	
7.25	Create and Print Class Schedules in Multiple Formats	P	
7.26	Daily Class Schedule Report in and Instructor Interface	P	
7.27	Fulfill Resource Categories in Event Requests	P	
7.28	Interactive Scheduling Resource Free/Busy Overview	P	
7.29	Full Support for Keyboard Commands when Working with Class Schedules/Schedule Templates	P	
7.30	Directly Access Class Schedules from Schedule Overview	M	
7.31	Add Resource Request(s) to a Planned Event	P	
7.32	Cancel and Delete Any Event	M	
7.33	Add Instructional Documentation and Notes for Planned Events	M	
7.34	View Availability of Any Event Resource	P	
7.35	Schedule or Cancel Planned Event Resource Assignments	P	
7.55	Manually Change Date/Time for Planned Event Resource		
7.36	Requests	P	
7.37	Release Bulk Resources Global Presence	P	
7.38	Exchange Integration Settings in Global Preferences	P	

7.39	Management of Scheduling Resource Categories	P		
8.00	Course Registration			
8.1	Easily Add Registration Profile to Class Templates and Classes	M		
8.2	Configure, Edit, and Track Prerequisites (including autofulfilling prerequisites)	M		
8.3	Edit User Interface Registration Prerequisite Fulfillment	M		
8.4	Define Available Number of Seats	M		
8.5	Define Registration Open/Close Dates	M		
8.6	Enable/Disable Student Self-Registration	M		
8.7	Enable/Disable Agency Designate to Register their Employees	M		
8.8	Submit Multiple Registrations at One Time	M		
8.9	Utilize Registration or Enrollment User Designated Fields for Customizing Registration Information	M		
8.10	Publish Class Information including Open/Close Dates, Class Information, Seats, Reporting Instructions, and Cost	M		
8.11	Edit Registration, Enrollment, Waitlist, Transfers, Denials, and Cancellations	M		
8.12	Create and Maintain a Custom list of Registration Cancellation Reasons	M		
8.13	Edit Waitlists and Student Preferences (e.g., specific class requested, earliest available, etc.)	M		
8.14	Transfer Registered or Waitlisted Students	M		
8.15	Replace an Agency Student Registration with Another Student from the List of Personnel	M		
8.16	Set a Maximum Waitlist Count per Class	M		
8.17	Replace Registered/Enrolled Students with Agency Waitlisted or Any Eligible Students	M		
8.18	Search List of Available Training with Filters	M		
8.19	Set Maximum Number of Active Enrollment Requests per Student per Program	M		
8.20	Auto-Register from Waitlist	M		
	Add Students Directly to Waitlist when Open Seats are	M		
8.21	Available	1 <b>VI</b>		
8.22	Automatically Email Students when Registration Status Changes	M		
8.23	Automatically Email Training Coordinators when a New Class is Published	M		
8.24	Include Training Location in Enrollment Confirmation Automated Email	M		
8.25	Add Comments to a Student's Registration Record	M		
8.26	Add Custom Tracking Status Values to a Student's Registration Record	M		

8.27	Display Training Hours and Program Category Filter in the List of Available Training	M	
8.28	Provide Summary of Enrollment Requests by Program, Class, Sending Organization, and Student Registration Status.	M	
8.29	Auto-Enroll Students when all Prerequisites are Auto-Fulfilled	M	
8.30	Registrations Monitor (fill rates, available seats, waitlists)	M	
8.31	Filter Registrations Monitor by Preset Timeframe, Custom Date Range, and/or Program	M	
8.32	Filter Registration Enrollment Requests	M	
8.33	Aggregate All Pending Pre-Enrollment Requests	M	
8.34	Configure Registration Preferences	M	
8.35	Search for and Export Student Registration Records	M	
9.00	LMS (Online) Registration		
9.1	Publish Classes to Online Registration with Dates/Locations	M	
9.2	Publish Classes for Public View (no login required)	M	
9.3	Highlight New Training Events Added Within Last 30 Days	M	
9.4	Limit Enrollment Viewing/Changes to Active Employees	M	
9.5	Require Prerequisite Fulfillment before Registration Submission	M	
9.6	Students to Self-Register	M	
9.7	Agency Designates to Register Employees in their Workflows	M	
9.8	Register for Instructor-Led and Online Events	M	
9.9	Filter List of Available Training by Program, Timeframe, Status, and/or Location	M	
9.10	View Class Dates and Information, Reporting Instructions, Course Documents, Location, and Cost	M	
9.11	View Available Seats and Last Date for Registration	M	
9.12	View Status of Registration Requests	M	
9.13	Display All Training Registrations on the User's Home Page	M	
9.14	Edit Registration Submissions and Cancelations	M	
10.00	Assessments and Online Testing		
10.1	Create Question Bank	M	
10.2	Easily Import Existing Questions using CSV and/or Microsoft Excel® Format	P	
10.3	Multiple Question Types: True/False, Yes/No, Multi- Choice/Single Answer Choice, Fill-in-the-Blank	P	
10.4	Assign Priority (high/medium/O), Category/Subcategory, Training Program, and Academy Owner to Question Records	P	
10.5	Attach Multimedia (audio/video/graphics) Files to Questions and Distractors	P	
10.6	Import Test Question Media Files (includes Help Text)	P	

10.7	Search For and Export Unused Written Test Questions	P	
10.8	Provide Feedback for Any/All Answers	P	
10.9	Support for Question Record Versioning	P	
10.10	View Performance Statistics Over the Life of the Question	P	
10.11	Hierarchy system to Tag/Categorize Question	P	
11.00	Assessment Administration		
11.1	Assessment Template Creation Wizard	M	
11.2	Single Sign-On (SSO) Support for Mobile Users	M	
11.3	Encryption Support for Local Mobile Data	M	
11.4	Single Sign-On with SAML 2.0 for Mobile	M	
11.5	Specify Custom Question Order or Randomize Question Order per Student	M	
11.6	Define Pre- and Post-Assessment Instructions for Students	M	
11.7	Administer Online Assessments Directly	M	
11.8	Real-Time Grading	M	
11.9	Proctor Monitor to Edit Online Assessment and Assessment Takers	M	
11.10	Anti-Cheating Feature for Online Assessment	M	
11.11	Access Assessment Statistics from the Proctor Monitor	M	
11.12	Support for Multimedia in Online Assessments	M	
11.13	Assessment Results Instantly Populate Class and Student Records	M	
12.00	Assessment Analysis		
12.1	Supports Kirkpatrick Level 2 Evaluation (Learning)	P	
12.2	Compare Question Validity Statistics by Class, Student Groups and Historical Question Use	P	
12.3	Statistical Analysis of Tests (real-time and historical)	P	
12.4	Most Credited Question Viewer	P	
12.5	Worst Question by Item Analysis	P	
12.6	Assessment Question Discrimination Index on Question/Answer Analysis by Assessment Report	P	
12.7	Assessment Question Statistics Export	P	
12.8	Student Response Export (for additional statistical analysis)	P	
12.9	Cross-Class Assessment Analysis	P	
12.10	Cross-Class Grade list Export	P	
12.11	Grade list Report with User Preferences	P	
12.12	Missed Learning Objective by Assessment Report	P	
12.13	Missed Learning Objective by Student Report	P	
12.14	Question/Answer Analysis by Assessment Report	P	
12.15	Analysis of Student Responses Report	P	

12.16	Analysis of Student Performance Report	P	
12.17	Assessment Statistics by Edition Report	P	
12.18	Assessment Statistics by Class Report	P	
12.19	Create/Edit Student Feedback Report	P	
13.00	Documents		
13.1	Stores Standard Documents (Microsoft® PowerPoint®, Word®, Excel®, JPEG, PNG, PDF, others)	M	
13.2	Attach Documents to Individual User Records	M	
13.3	Attach Documents to Fulfill Certification Requirements	M	
13.4	Attach Documents to Fulfill Registration Prerequisites	M	
13.5	Attach Documents to Class Templates and Class Records	M	
13.6	Attach Documents to Class Sessions (lesson plans, policies, instructor guides)	M	
13.7	Attach Documents to Training Event Records	M	
13.8	Attach Documents to Organization Records	M	
13.9	Attach Documents to Inventory Resource Records	P	
13.10	Attach Documents to Email Messages	M	
13.11	Attach Documents to Employment Records	M	
13.12	Import Multiple Documents as Attachments	M	
13.13	Restrict Documents with Personally Identifiable Information (i.e., SSN)	P	
13.14	Open Documents in their Native Formats (may require native application be installed on user's workstation)	P	
13.15	Documents Lists with Filters	M	
13.16	Supports Accreditation Audits and Legal Proceedings	M	
14.00	Inventory		
14.1	Edit POST Assets	P	
14.2	Customize Specific Inventory Information (e.g., type, serial number, certifications)	P	
14.3	Track Asset Certifications, Expirations, and Inspections	P	
14.4	Assign Inventory to Personnel or Location	P	
14.5	Track Inventory Chain of Custody	P	
14.6	Define Inventory Storage Locations (i.e., motor pool, armory, supply closet)	P	
14.7	Import Inventory Resources	P	
14.8	View/Search Inventory by Organization, Resource, or Chain of Custody Assignment	P	
14.9	Assigned Resources Report Available in the Class Session Record	P	
15.00	Internal Affairs Case Management		
15.1	Integrated Case Management Features	M	

15.2	Search for Case Records by Subject Type and Name, and Related People	M	
15.3	Add Points of Contact to User Type and Case Record	M	
15.4	Add Related People to a Case Record	M	
15.5	Specify an Organization as a Case Subject	M	
15.6	Track Case Management Actions and Documents	M	
15.7	Case Action Log and Summary	M	
15.8	Case Progress Dashboard Interface	M	
15.9	Automated System-Edited Case Actions	M	
15.10	Create and Use Case Workflow Templates	M	
15.11	Start and View Progress of a Case Workflow from the Case Record	M	
15.12	Create and Sequence Searchable Custom Case Type values	M	
15.13	Edit Cases through Permissions at the Case Type Level	M	
15.14	Global Preferences Setting for Case Number Format	M	
15.15	New Cases Indicator on the User Record, POST Level	M	
15.16	Case Status as Customizable List Management Value	M	
15.17	Show Case Counts by Type in Tiles	M	
15.18	New Cases Indicator on the Agency Record, POST Level	M	
16.00	Surveys not Training related evaluations		
16.1	Design Custom Surveys Using Likert-Type Scales and Free- Form Text Fields (up to 250 characters)	P	
16.2	Distribute Surveys Through Automated Emails	P	
16.3	Distribute Surveys upon Completion of an Online Assessment	P	
16.4	Distribute Surveys to List of User Search Results	P	
16.5	Define Respondent Groups	P	
16.6	Collect Feedback on Training and Instruction for Continuous Improvement	P	
16.7	Provide Save-as-you-go Support When Designing Survey Templates	Р	
16.8	Class Information Field on Surveys	P	
16.9	Hide Unavailable Surveys	P	
16.10	Current Survey Results in Digital and/or Graphic format	P	
16.11	View and Export Survey Current Responses	P	
16.12	View Survey Results Across Classes	P	
16.13	Save Draft Respondents	P	
16.14	Survey Start/End Dates Access	P	
16.15	Filter and Analyze Survey Results	P	
16.16	Print and Save Survey Analysis	P	
17.00	Interface Framework		

17.1	Customer Branding of Login Page (Naming, Logo Upload, and Custom Text Options)	M	
17.2	Edit User Interface Permissions	M	
17.3	Add Custom Text Banner Viewable By Logged-In Users	P	
17.4	Non-LEO Self-Service Account Creation	M	
17.5	User Password Reset Self Service Page	M	
17.6	Single Sign-On Support	M	
17.7	User Search and Export List (see Output Reports)	M	
17.8	Automatic Refresh Status Changes in Training Data	M	
17.9	View My Training	M	
17.10	Workflow Task Monitor	M	
17.11	Control Primary Email Domain Values for User Types	P	
17.12	Self Service Account Creation Approval Query	P	
18.00	Forms (Input Reports)		
18.1	Create Online Forms	M	
18.2	Form Creation uses Drag and Drop (Fields, Dropdown Lists)	M	
18.3	Form Fields Store and Save Common Currency, Numeric, Date formats	M	
18.4	Form Fields Store and Save Custom Format inputs (phone, zip codes, PSTC IDs)	M	
18.5	Ability to Add User-Defined Headers, Instructions, Bullets, Separators, Text, Checkboxes, and Dropdown Lists for Standardization of Data Collection	M	
18.6	Ability to Add Standard Data Elements for Collection on a Form	M	
18.7	Submit Form from Workflow Task	M	
18.8	Show Status of Form to Submitter, Agency, POST	M	
18.9	Ability to Send Automatic Email when a Form is Submitted, and or change of status of form	M	
18.10	Non-LEA users can submit specific forms	M	
18.11	Preview Layout and Formatting Prior to Publication	M	
18.12	Review and Export Collected Form Data	M	
18.13	Import Collected Data Mapped Fields	P	
18.14	Form Template Auto Versioning	M	
19.00	In-Service Reporting		
19.1	List of Required POST Courses, including Training Event Dates, Hours, Training Category	M	
19.2	Submit Assessment Results via the Interface	M	
19.3	Ability to Attach Documents to Training Event Submission	M	
19.4	Submit Events with Differing Hours per Attendee	M	
19.5	Submit Events with Differing Training Category per Attendee	M	

19.6	Auto-Approve Training Events	M	
19.7	Administrator Review and Approval of all Submitted Trainings	M	
19.8	Show Primary Employment when Adding Students to Training	M	
19.9	Ability for Submitter to Update/Correct/Re-Submit In-Service Training	M	
19.10	Filter and Select from the List of Personnel when Adding Students to the Deferred Roster	P	
19.11	Creation / Edit Certificates	M	
20.00	User Interface		
20.1	View Individual Training History	M	
20.2	Print Individual Training History Report	M	
20.3	View Training Event Details through the User's Home Page	M	
20.4	View and Print Transcripts	M	
20.5	Print Certificates	M	
20.6	View / Print Professional History Report	M	
20.7	Edit Personal Profile Information	M	
20.8	View Employment History	M	
20.9	View Certifications and Expirations	M	
20.10	Print Certificates	M	
20.11	Submit Applications for Certification Renewal	M	
20.12	Launch Online Training Events	M	
20.13	Access Discussion Forums from the User Interface Home Page	P	
21.00	Agency Employee Context		
21.1	Submit Employment Updates and Add/Remove Personnel (see Forms)	M	
21.2	Submit Employment Separation Reasons and Details (see Forms)	M	
21.3	Add Employment Separation Reasons and Details in the Workflows Interface (see Forms)	P	
21.4	View Upcoming and Recent Certification Expirations for Employees	P	
21.5	View Certification History for All Employees	M	
21.6	View Employment History for All Employees	P	
21.7	View Training History for All Employees	M	
21.8	View/Print Personnel with Incomplete Training	P	
21.9	View/Print Summary of Completed Training Hours to Ensure Compliance	P	
21.10	Generate Completed Training History Reports for Workflow	M	
21.11	Export All Training Records, with date/category filters	M	
21.12	Export User Compliance Records	P	
21.13	Search for Employees	M	

21.14	Filter Employees by Name, POST ID, Employing Organization, and Other Employment-Based Criteria	M	
21.15	Monitor Certifications and Expirations with Agency Context Permissions	M	
21.16	Edit Employee Certification Applications	P	
21.17	View All Requirement Details in Certification Applications	P	
21.18	Edit Organization Contact Information	M	
21.19	Edit Organization Points of Contact	P	
21.20	View/Update Vehicle Inventory Assets for the Organization	P	
21.21	Initiate and Approve Performance Evaluations	P	
21.22	View Performance Evaluations for All Employees	P	
22.00	Dashboards		
<b>22.00</b> 22.1	Dashboards Customizable Dashboard Views	P	
		P P	
22.1	Customizable Dashboard Views		
22.1	Customizable Dashboard Views  Certification Dashboard  Dashboards for Monitors and Reports in User, Agency and	P	
22.1 22.2 22.3	Customizable Dashboard Views  Certification Dashboard  Dashboards for Monitors and Reports in User, Agency and POST contexts	P P	
22.1 22.2 22.3 22.4	Customizable Dashboard Views  Certification Dashboard  Dashboards for Monitors and Reports in User, Agency and POST contexts  Training Event Administration Dashboard	P P P	