



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
 Fax: 603-271-1516 TDD Access: 1-800-735-2964  
 www.nh.gov/doit

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**Peter C. Hastings**  
*Acting Commissioner*

May 31, 2013

Her Excellency, Governor Margaret Wood Hassen  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Information Technology ("DoIT"), to enter into a contract amendment by exercising an extension option with Systems & Communications Sciences, Inc. (S&CSI), (Vendor Code 155338) of New Ipswich, NH, to increase the contract total by \$6,471,840 from \$6,330,129 to \$12,801,969 to operate and maintain all DoIT IBM mainframe computers, related program products and third party operating software from the date of Governor and Executive Council approval through June 30, 2016. The original contract was approved on June 23, 2010, Item # 19. **100% Other (Agency Class 27 Funds: the agency Class 27 used to reimburse DoIT for this contract is estimated to be 61.1% General and 38.9% Federal).**

Funding is available in the following account, contingent on budget authorization for fiscal 2014 through 2016 as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

FY	CAT#-DEPT-AGENCY#-ACTIVITY# ACCOUNTING UNIT#-DEPT NAME-AGENCY NAME-ACCOUNTING UNIT NAME	Job #	Totals
	CLASS CODE-ACCOUNT CODE- OBJ(ACCOUNT)DESC		
2014	10-03-03-030010-77030000-Shared IT Services & Ops 046-500465 - IT Consultant	03030176	\$2,157,280
2015	10-03-03-030010-77030000- Shared IT Services & Ops 046-500465 - IT Consultant	03030176	\$2,157,280
2016	10-03-03-030010-77030000- Shared IT Services & Ops 046-500465 - IT Consultant	03030176	\$2,157,280
		Total	\$6,471,840

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council

Page 2

May 31, 2013

S&CSI is very familiar with our legacy systems. They have a wide range of experience and have been instrumental in developing and maintaining many of the processes used by our customers. Replacing the quality and experience provided by the S&CSI staff, especially with our old legacy systems, would be difficult and very costly. This contract is the result of a competitive solicitation under RFP 2010-030 Statewide IBM Mainframe Operation Services issued on February 5, 2010.

**100% Other (Agency Class 27 Funds: the agency Class 27 used to reimburse DoIT for this contract is estimated to be 61.1% General and 38.9% Federal**

The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,

  
Peter C. Hastings  
Acting Commissioner

PCH/dcp  
2010-030A  
A&E RID #13931

CC: Robert Coffey, IT Manager, Data Center Administration, Operations Division  
Dave Perry, IT Manager, Bureau of Finance & Administration



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DEPARTMENT OF INFORMATION TECHNOLOGY

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**Peter C. Hastings**  
*Acting Commissioner*

May 24, 2013

Ms Wendy Pouliot  
Operation Division Director  
Department of Information Technology  
27 Hazen Drive  
Concord NH 03301

Dear Director Pouliot:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Systems and Communications Sciences (S&CSI), Inc. as described below and referenced as DoIT No. 2010-030a.

The State has chosen to outsource the maintenance of the State's IBM mainframe environment due to the specialized and expensive expertise required to administer these systems. The State does not employ adequate numbers of staff with the the specialized knowledge required to perform these tasks. The purpose of this contract amendment is to extend the S&CSI agreement for three years to provide this service in order to allow DOIT to support major DHHS and DOS programs. This contract amendment increases the contract value by \$6,471,840 from \$6,330,129 to \$12,801,969 and extends the contract end date to June 30, 2016.

Please inform this office of upcoming events associated with processing this RFB so that we may stay involved.

Sincerely,

Peter C. Hastings

PCH/dcp  
Contract 2010-030, RID #13931

cc: David Perry

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
STATEWIDE IBM MAINFRAME OPERATION SERVICES  
DOIT CONTRACT 2010-030  
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2010-030, on June 23, 2010, Item #19 (herein after referred to as the "Agreement"), Systems and Communications Sciences Inc. (hereinafter referred to as "Vendor" or "S&CSI") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 9.16: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to extend the contract by three years.

WHEREAS, the Department wishes to increase the Contract price by \$6,471,840 to bring the total contract price to \$12,801,969.

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Agreement (Page 1) by changing the completion date to June 30, 2016.
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$6,471,840 from \$6,330,129 to \$12,801,969.
3. Amend Exhibit A: Contract Deliverables by adding Deliverables Table A-1A as follows:

**Table A-1A Amendment A changes to Table A-1: Deliverables** – The following table lists those items in table A-1 which have been changed in Amendment A as well as a description of each of the changes. Replace into Table A-1 each item named in Table A-1A.

5.	In parallel provide alternative and preferred recommendation for configuration of connection of Local Area TCP/IP Network to the production Mainframes (z/VM, z/OS & z/VSE) Systems.	As Needed or Upon Request
10.	Provide support and configuration of security profiles on all Mainframe operating Systems.	As Needed or Upon Request
18.	Develop and deliver comprehensive training for technical and computer operations staff as required for new and existing Mainframe products. Approximately two (2) per year based on changes made.	As Needed or Upon Request
20.	Respond to and provide a working resolution for any production	As Needed or

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
STATEWIDE IBM MAINFRAME OPERATION SERVICES  
DOIT CONTRACT 2010-030  
CONTRACT AMENDMENT A**

	environment trouble calls, based on the following criteria: A. During the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday, excluding State holidays, response within five (5) minutes. B. Outside of Normal Business Hours, response within 15 minutes by telephone with qualified person. If trouble cannot be resolved remotely, response on-site within two (2) hours of original notification.	Upon Request
37.	Training of State personnel when needed. Approximately two (2) sessions per year based on changes made.	As Needed or Upon Request
38.	Develop Cobol Education as requested. Classroom setting training and Documentation, approximately two (2) classes per year	As Needed or Upon Request
39.	Develop z/VSE batch dump reading classes as requested. . Expect approximately one (1) per year based on changes made.	As Needed or Upon Request
47.	Explore open source software to fulfill needs for new or existing software.	As Needed or Upon Request
48.	Recommend opportunities for lowering costs in the mainframe and related operating environments.	

4. Replace the first sentence in Exhibit B Section 1.1 as follows:

This is a Not to Exceed (NTE) Contract totaling **\$12,801,969** for the period between the Effective Date through June 30, 2016.

5. Replace Exhibit B Section 1.6 Vendor Personnel Rates Table B-5 as follows:

Table B-5: Vendor Personnel Rates by Fiscal Year Amendment A

<b>IT SERVICES - Position Title*</b>	<b>SFY 2011</b>	<b>SFY 2012</b>	<b>SFY 2013</b>	<b>SFY 2014</b>	<b>SFY 2015</b>	<b>SFY 2016</b>
Project Manager	\$135	\$137	\$140	\$141	\$143	\$145
Senior DB2 Database Programmer	\$137	\$140	\$140	\$141	\$145	\$150
Senior Systems Programmer z/VM	\$114	\$116	\$118	\$119	\$121	\$123
Senior Systems Programmer z/OS	\$114	\$116	\$118	\$119	\$121	\$123
Senior Systems Programmer z/VSE	\$114	\$116	\$118	\$119	\$121	\$123
Senior Systems Network Specialist	\$135	\$137	\$140	\$150	\$150	\$150
Senior Project Management Specialist	\$135	\$137	\$140	\$141	\$143	\$145
Senior Systems Programmer z/OS Security Specialist				\$200	\$200	\$200

6. Add Section 1.8 to Exhibit B Section 1. Deliverable Payment Schedule as follows

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
STATEWIDE IBM MAINFRAME OPERATION SERVICES  
DOIT CONTRACT 2010-030  
CONTRACT AMENDMENT A**

**1.8 Amendment 1 Combined Services**

Combined Services includes the Annual amount for Baseline Services as previously defined in Section 1.2 Baseline Services, On Call Support Retainer as previously defined in Section 1.3, After Hours and Special Project Projects as previously defined in Section 1.4 and Special Project Support as previously defined in Section 1.5 Special Projects Support. Combined Services will be invoiced monthly. The basis for billing will be time sheets, which detail hours worked by each individual and the task category being worked.

**Table B6: Combined Services Pricing Services Pricing**

Activity, Deliverable, or Milestone	SFY 2014	SFY 2015	SFY 2016	Total
Annual Total for Combined Services	\$2,157,280	\$2,157,280	\$2,157,280	\$6,471,840

7. Replace the first sentence in Exhibit B Section 2 as follows:

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed **\$12,801,969** ("Total Contract Price")

8. Replace the invoice recipient in Exhibit B, Section 3 with the following:

Wendy Pouliot  
Director of Operations  
State of New Hampshire  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301

9. Replace Exhibit D: Administrative Services Section 5 with the following:

S&CSI may provide their own desktop and server systems at no cost to the State. S&CSI may perform work for external customers using this equipment providing that these hours not be billed to the State under this contract and providing that security provisions for this equipment be approved by the State.

10. Replace Exhibit F: Work Plan Section 3: Preliminary Work Plan with the following:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
STATEWIDE IBM MAINFRAME OPERATION SERVICES  
DOIT CONTRACT 2010-030  
CONTRACT AMENDMENT A**

**1. PRELIMINARY WORK PLAN**

The following Table 6.1A provides the preliminary agreed upon Work Plan for the Contract Amendment A.

**Table 6.1A: High Level Preliminary NH Project Plan for Contract Amendment A**

Task Name	Duration	Start	Finish
Maintain DHHS New Heights z/OS operating system with fixes from supplier (IBM)	On going	As needed	As needed
Support New Heights application team for Imaging roll out and Public facing NH EASY	On going	As needed	As needed
Support DHHS NECSES zVSE operating system with fixes from supplier (IBM)	On going	As needed	As needed
Support DoS/DMV & DHHS/NECSES z/VM operating system with fixes from supplier (IBM)	On going	As needed	As needed
Support DHHS New Heights and DoS/DMV & DHHS/NECSES mainframes (z114 & z10) during evaluation and implementation of replacement technologies providing same or faster performance and when possible at a lower cost	On going	As needed	As needed
Project planning for various hardware maintenance requirements	On going	As needed	As needed
Project planning for software and hardware upgrades	On going	As needed Every	As needed Every
Provide status report to State	On going	Tuesday	Tuesday
Provide technical support to external DHHS & FDM business partners for interfacing to DHHS New Heights and DoS/DMV & DHHS/NECSES mainframes	On going	As needed	As needed
Provide technical support for interfacing mainframes to State departments	On going	As needed	As needed
Provide technical support to mainframe high speed printing facility	On going	As needed	As needed

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
STATEWIDE IBM MAINFRAME OPERATION SERVICES  
DOIT CONTRACT 2010-030  
CONTRACT AMENDMENT A**

**Table 2 Contract 2010-030 – Statewide IBM Mainframe Operation Services**

CONTRACT AND AMENDMENT A	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2010-030	Basic Contract	June 30, 2013	\$6,330,129
2010-030 Amendment A	First Amendment	June 30, 2016	\$6,471,840
<b>CONTRACT TOTAL</b>			<b>\$12,801,969</b>

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
STATEWIDE IBM MAINFRAME OPERATION SERVICES  
DOIT CONTRACT 2010-030  
CONTRACT AMENDMENT A

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

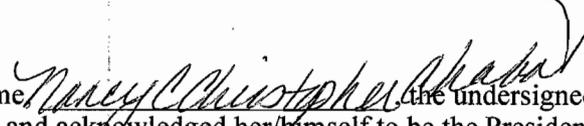
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

  
Name Craig Dudley TITLE  
S&CSI

Date: 5/24/2013

Corporate Signature Notarized:  
STATE OF New Hampshire

COUNTY OF Hillsborough

On this the 24th day of May, 2013, before me  the undersigned Officer **Craig Dudley**, personally appeared and acknowledged her/himself to be the President, of Systems & Communications Sciences, Inc., a corporation; and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

**NANCY C. CHRISTOPHER CHABOT, Notary Public**  
My Commission Expires August 24, 2016

Notary Public/Justice of the Peace

My Commission Expires:

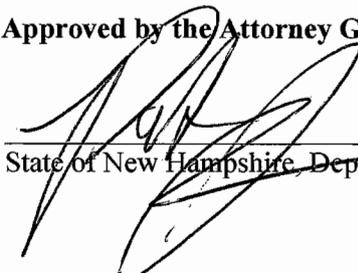
(SEAL)

State of New Hampshire

  
Peter C Hastings,  
Acting Commissioner  
State of New Hampshire  
Department of Information Technology

Date: 5/24/13

Approved by the Attorney General (Form, Substance and Execution)

  
State of New Hampshire, Department of Justice

Date: 5/20/13

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SYSTEMS & COMMUNICATIONS SCIENCES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 1, 1980. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16<sup>th</sup> day of May, A.D. 2013



*William M. Gardner*

William M. Gardner  
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, **James W. Tyree, Jr.**, of **Systems & Communications Sciences, Inc.**, do hereby certify that:

1. I am the duly elected Secretary of **Systems & Communications Sciences, Inc.**;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on 24 May, 2013;

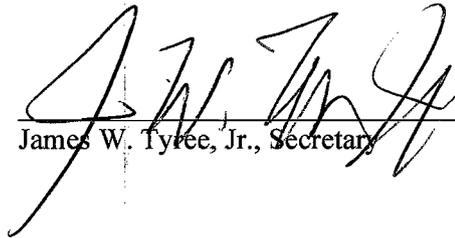
RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Information Technology.

RESOLVED: That the President, **Craig Dudley**, is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

**Craig Dudley** is the duly elected President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 24 May, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 24th day of May, 2013.

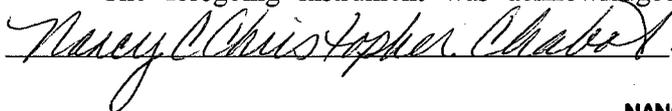



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James W. Tyree, Jr., Secretary

STATE OF New Hampshire  
COUNTY of Hillsborough

The foregoing instrument was acknowledged before me this 24th day of May 2013 by




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**NANCY C. CHRISTOPHER CHABOT, Notary Public**  
My Commission Expires August 24, 2016

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eaton & Berube Insurance Agency, Inc. 11 Concord St Nashua NH 03064	<b>CONTACT NAME:</b> Gail Douglas <b>PHONE (A/C, No, Ext):</b> 603-882-2766 <b>E-MAIL ADDRESS:</b> gdouglas@eatonberube.com	<b>FAX (A/C, No):</b> 603-886-4230
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> SYSCO Systems & Communications Sciences, Inc. 244 Poor Farm Road New Ipswich NH 03071	<b>INSURER A:</b> Hanover Insurance	
	<b>INSURER B:</b> Southern Cross Underwriters	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 132954447

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			OBV8931951	12/6/2012	12/6/2013	EACH OCCURRENCE \$2000000/0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300000 MED EXP (Any one person) \$10000 PERSONAL & ADV INJURY \$2000000 GENERAL AGGREGATE \$4000000 PRODUCTS - COMP/OP AGG \$4000000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWV8932193	12/6/2012	12/6/2013	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OBV8931951	12/6/2012	12/6/2013	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W2V8932214	12/6/2012	12/6/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500000 E.L. DISEASE - EA EMPLOYEE \$500000 E.L. DISEASE - POLICY LIMIT \$500000
B	Professional Liability Claims Made Retro Date: 03/18/1998	N	N	H71319603	3/10/2013	3/10/2014	Per Claim \$1,000,000 Total Policy Limit \$1,000,000 Deductible \$2,250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation Information: Coverage for NH; excluded officers: V Craig Dudley, Jamees Tyree.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
Dept of Information Technology  
27 Hazen Road  
Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF INFORMATION TECHNOLOGY  
 27 Hazen Dr., Concord, NH 03301  
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 www.nh.gov/doit

Approved  
 G+C 6/23/2010  
 # 19

Peter C. Hastings  
 Interim Commissioner

June 7, 2010

His Excellency, Governor John Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Information Technology ("DoIT"), to enter into a contract with Systems & Communications Sciences, Inc. (S&CSI), (Vendor Code 155338), in the amount of \$6,330,129 to operate and maintain all DoIT IBM mainframe computers, related program products and third party operating software from the date of Governor and Executive Council approval through June 30, 2013. **100% Other (Agency Class 27 Funds: the agency Class 27 used to reimburse DoIT for this contract is estimated to be 61.1% General and 38.9% Federal).**

Funding is available in the following account, contingent on budget authorization for fiscal 2011 through 2013 as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

FY	CAT#-DEPT-AGENCY#-ACTIVITY# ACCOUNTING UNIT#- DEPT NAME-AGENCY NAME-ACCOUNTING UNIT NAME	Job #	Amount	Totals
	CLASS CODE-ACCOUNT CODE-OBJ(ACCOUNT)DESC			
2011	10-03-03-030010-77030000-Shared IT Services & Ops 046-500465 - Consultants	03030176	Technology Software	\$2,051,957
2012	10-03-03-030010-77030000- Shared IT Services & Ops 046-500465 - Consultants	03030176	Technology Software	\$2,123,115
2013	10-03-03-030010-77030000- Shared IT Services & Ops 046-500465 - Consultants	03030176	Technology Software	\$2,155,058
			Total	\$6,330,129

His Excellency, Governor John Lynch  
and the Honorable Executive Council  
Page 2  
June 7, 2010

### EXPLANATION

This contract is the result of a competitive solicitation under RFP 2010-030 Statewide IBM Mainframe Operation Services issued on February 5, 2010. The RFP was posted to the Purchase and Property Website and was also sent to a DoIT list of nearly five hundred technology vendors. Two vendors attended the vendor conference and we received inquiries from several others. Answers were provided to inquiries and one vendor submitted a proposal. The proposal was submitted by the incumbent vendor. Total contract price for each of contract years 2011 through 2013 were lower than the previous contract price for SFY 2010.

The State has chosen to outsource the maintenance of the State's IBM mainframe environment due to the specialized and expensive expertise required to administer these systems. The State does not employ adequate numbers of staff with the specialized knowledge required to perform these tasks. This contract will allow us to continue to provide a high level of Information Technology (IT) services to our customers. The Departments of Safety, Health and Human Services and Administrative Services rely on this vendor to operate NECSES, IFS, GHRS, e-Info library, New Heights and Department of Safety systems. Outsourcing also provides us with flexibility to bring in new skill sets as required.

S&CSI is very familiar with our legacy systems. They have a wide range of experience and have been instrumental in developing and maintaining many of the processes used by our customers. Replacing the quality and experience provided by the S&CSI staff, especially with our old legacy systems, would be difficult and very costly.

The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,



Peter C. Hastings  
Interim Commissioner

PCH/dcp  
2010-030  
A&E RID #9543

CC: Robert Coffey, IT Manager, Data Center Administration, Operations Division  
Dave Perry, IT Manager, Bureau of Finance & Administration

2010-030 DOIT SW IBM Mainframe Ops Services							
Selection Matrix							
Company	Company Address	Quality Tech Experience, Resources & Services 200 Pts max	Site Management Ability 200 Points Max	Experience Providing Similar Services 200 Points Max	Vendor Team 100 Points	Solution Cost 300 Pts Max	TOTAL 1000 Pts Max
S&CSI	244 Poor Farm Rd New Ipswich, NH 03071	196.5	195.0	191.5	93.5	300.0	976.5
						Max Points	976.5

**Scoring Team Members**

**Name Title**

Robert Coffey Chief, DOIT Mainframe Operations

Frank Catanese DOIT Chief of Operations

William Laycock IT Lead of Unemployment Security Department



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301

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www.nh.gov/doi

Peter C. Hastings  
Interim Commissioner

June 2, 2010

Frank E. Catanese  
Director, Operation Division  
Department of Information Technology  
27 Hazen Dr.  
Concord NH 03301

Dear Director Catanese:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Systems & Communication Sciences, Inc., as described below and referenced as DoIT No. 2010-030.

This is a contract to secure Statewide IBM Mainframe Technical Support. The Vendor will be responsible for all aspects of on-site technical support, including but not limited to support of all IBM z/OS, z/VM, z/VSE and related program product and third party operating software. The contract amount is not to exceed \$6,330,129 and the contract completion date is June 30, 2013.

A copy of this letter should accompany the Department of Information Technology submission to the Governor and Executive Council for approval.

Sincerely,

Peter C. Hastings

PH/dcp  
RFB 2010-030  
RID #9543

cc: Leslie Mason

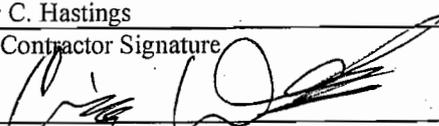
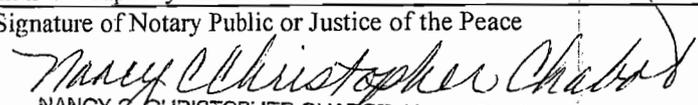
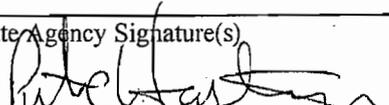
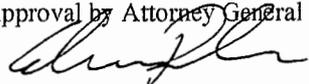
**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
STATEWIDE IBM MAINFRAME OPERATION SERVICES  
DoIT -RFP 2010-030  
STATEMENT OF WORK  
CONTRACT DOCUMENT**

(01/09)

**CONTRACT AGREEMENT**

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

**GENERAL PROVISIONS**

1.1 State Agency Name The Department of information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Systems & Communications Sciences, Inc. (S&CSI)		1.4 Contractor Address 244 Poor Farm Rd. New Ipswich, NH 03071	
1.5 Contractor Phone Number 603 878-1148	1.6 Account Number	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$6,330,129
1.9 Contracting Officer for State Agency Peter C. Hastings		1.10 State Agency Telephone Number (603) 223-5703	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory Craig Dudley, President	
1.13 Acknowledgement: State of _____, County of _____  On <u>27th May 2010</u> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal]  NANCY C. CHRISTOPHER CHABOT, Notary Public <small>My Commission Expires August 23, 2011</small>			
1.13.2 Name & Title of Notary of Justice of the Peace			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signatory Peter C. Hastings Interim Commissioner	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution)  By:  Assistant Attorney General, On: <u>6/3/10</u>			
1.18 Approval by the Governor & Council  By: _____ On: _____			

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**TERMS AND DEFINITIONS**

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Criteria	The criteria a product must meet to successfully complete a test phase or meet delivery requirements.
Agreement	A contract duly executed and legally binding.
Certification or Certify	Written Certification and full supporting and written (including, without limitation, test results as applicable)

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	that S&CSI has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the specifications.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and S&CSI who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include, but not be limited to, processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
COTS	Commercial-off-the-shelf software
Data	State's records, files, forms, data and other documents or information that shall be used during the Contract Term.
Data Center	The facility located at 27 Hazen Drive, used to house the Mainframe and its components.
Deficiencies	<p>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – 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.</p> <p><b>Class B Deficiency</b> – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance.</p> <p><b>Class C Deficiency</b> – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation</p>

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	- minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance.
Deliverables	Any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by S&CSI to the State under the Contract.
Department of Information Technology (DoIT)	The Department of Information Technology established under legislative rule September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Extended Term	Period of the Contract from the end of the initial Contract date through the end date of the new period set by the Contract amendment.
Firm Fixed Price Contract	A contract with a fixed price that is not subject to increase, i.e., adjustment on the basis of S&CSI's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Key Project Staff	Personnel identified by the State and by S&CSI as essential to work on the Project.
Mainframe	The large IBM Model Z/9 and 890 Computers located within the 27 Hazen Drive Data Center.
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 7:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's

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	Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	The State Contract Manager's written direction to S&CSI to begin work on the Contract on a given date and time.
Operating System	Software that controls the execution of Mainframe computer programs.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Team	The group of State employees and S&CSI personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Managers	The persons identified in SOW SECTION 4.
Proposal	S&CSI's written proposal submitted in response to RFP 2010-030.
Review Period	The period set for Review contained in the Work Plan for a Deliverable. If none is specified, then the review period will be five (5) business days.
RFP (Request for Proposal)	Request For Proposal 2010-030
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The work or labor to be performed by S&CSI on the Project as described in the Contract.
Software	All OIT IBM z/VM, z/OS, VSE/ESA and related program product and third party operating software.
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
SOW	Statement of Work
Specifications	The written specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards,

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	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. The Specifications are incorporated, by reference, as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Information Technology 27 Hazen Drive Concord, NH 03305 Reference to the term "State" shall include applicable Agencies.
State Confidential Records	State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
State Project Leader	State's representative with regard to project oversight.
State Project Manager (PM)	State's representative with regard to project management and technical matters.
Subcontractor	A person, partnership, or company subcontracted by S&CSI to perform under the Contract.
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Test	A test, described in the Work Plan, executed to ensure that all parts of the application that need to communicate or that have some relationship to each other work properly together.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through June 30, 2013.
Transition Services	Services and support provided when the contractor is supporting system changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions

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	properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the project. They create/develop test cases to confirm the system was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage in which S&CSI is responsible for providing a guarantee for products and services delivered as defined in the contract.
Warranty Services	The services to be provided during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written documentation (letter, report, manual, book, other) provided by S&CSI either in paper or electronic format.

This Contract is by and between the State of New Hampshire, acting through the Department of Information Technology ("State"), and Systems and Communications Sciences, Inc. ("S&CSI") a New Hampshire Corporation, having its principal place of business at 244 Poor Farm Rd., New Ipswich, NH 03071.

The Vendor will be responsible for all aspects of the Project, including, but not limited to support of all IBM z/VM, Z/VSE, z/OS and related program product and third party operating software. Also included is ensuring that release levels are kept current within 12 months of the software vendor's latest version/release level, unless otherwise authorized in writing, and maintaining current customizations.

**RECITALS**

The State desires to have S&CSI provide IBM Mainframe Technical Support, and associated Services for the Department of Information Technology;

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

This Contract is comprised of the following documents (Contract Documents):

**State of New Hampshire**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**STATEWIDE IBM MAINFRAME OPERATION SERVICES**  
**DoIT -RFP 2010-030**  
**STATEMENT OF WORK**

- a. The Statement of Work
- b. Exhibit A        Contract Deliverables
- c. Exhibit B        Price and Payment Schedule
- d. Exhibit C        Special Provisions
- e. Exhibit D        Administrative Services
- f. Exhibit E        Requirements- Contractor Responses
- g. Exhibit F        Work Plan
- h. Exhibit G        Warranty
- i. Exhibit H        Agency RFP with Addendums, by reference
- j. Exhibit I        Contractor Proposal, by reference
- k. Exhibit J        Certificates and Attachments

**1.2    Order of Precedence**

In the event of conflict or ambiguity among any of the texts of the Contract Documents, the following Order of Precedence shall govern:

- a. *The State of New Hampshire Terms and Conditions*, as stated in Appendix G, Section G-4 of the RFP and the *General Contract Requirements*, as stated in the RFP Section 6.
- b. State of New Hampshire, Department of Information Technology Contract 2010-030.
- c. RFP 2010-030 Statewide IBM Mainframe Operation Services, dated February 5, 2010, with Addenda 1 & 2 incorporated; then
- d. The Contractor Proposal to RFP 2010-030, dated February 5, 2010 as amended by Best and Final Offer dated April 27, 2010.
- e. The IT Project Required Work Procedures, Section G-2 of the RFP

**1.3    Non-Exclusive, NOT TO EXCEED Contract**

This is a Non-Exclusive, Not to Exceed ("NTE") Contract with price and term limitations as set forth in the Contract.

The State may, at its discretion, retain other contractors to provide Services or deliverables procured under this Contract. S&CSI shall not be responsible for any delay, act, or omission of such other contractors, except that S&CSI shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of S&CSI.

**1.4    Not to Exceed Contract**

This is a Not to Exceed Contract. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$6,330,129.

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**2. CONTRACT TERM**

**2.1 Term**

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").

The Contract shall begin on July 1, 2010 or the Effective Day, whichever is later and extend through June 30, 2013. The Term may be extended at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2016.

S&CSI shall commence work upon issuance of a Notice to Proceed by the State. If S&CSI commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of S&CSI and the State shall be under no obligation to pay S&CSI for any costs incurred or Services performed.

**Time is of the essence in the performance of S&CSI's obligations under the Contract.**

**3. COMPENSATION**

**3.1 Contract Price**

The Contract price, method of payment, and terms of payment are identified in Contract Exhibit B: *Price and Payment Schedule*.

**4. CONTRACT MANAGEMENT**

The Project will require the coordinated efforts of a Project Team consisting of both S&CSI and State personnel. S&CSI shall provide all necessary resources to perform its obligations under the Contract. S&CSI shall be responsible for managing the Project to its successful completion.

**4.1 S&CSI Contract Manager**

S&CSI shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. S&CSI's Contract Manager is:

Craig Dudley  
President  
224 Poor Farm Rd  
New Ipswich, NH 03071  
TEL: (603) 878-1148 or (603) 493-8496 (cell)  
EMAIL:craig.dudley@sacsi.com

State of New Hampshire  
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**4.2 S&CSI Project Manager**

**4.2.1 Contract Project Manager**

S&CSI shall assign a project manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. S&CSI's Selection of the S&CSI Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed S&CSI Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of S&CSI's Project Manager who, in the sole judgment of the State, is found unacceptable to the State or is not performing to the State's satisfaction.

**4.2.2** The S&CSI Project Manager shall have full authority to make binding decisions under the Contract, and shall function as S&CSI's representative for all administrative and management matters. S&CSI's Project Manager shall perform the duties required under the Contract. Including, but not limited to, those set forth in Contract Exhibit F, Section 2. The S&CSI's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. S&CSI's Project Manager must work diligently and use his/ her best efforts on the Project. S&CSI's Project Manager must be qualified to perform the obligations required of the position under the Contract.

**4.2.3** S&CSI shall not change its assignment of the Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the S&CSI's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the S&CSI Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in the RFP); and be subject to reference and background checks described above in SOW Section 4.2.1: *Contract Project Manager*, and in SOW Section 4.10: *Background Checks*, below. S&CSI shall assign a replacement S&CSI Project Manager within ten (10) business days of the departure of the prior S&CSI Project Manager, and S&CSI shall continue during the ten (10) business day period to provide competent project management Services through the assignment of a qualified interim S&CSI Project Manager.

**4.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare S&CSI in default and pursue its remedies at law and in equity, if S&CSI fails to assign a S&CSI Project Manager meeting the requirements and terms of the Contract.

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4.2.5 The S&CSI Project Manager is:

Craig Dudley  
President  
224 Poor Farm Rd  
New Ipswich, NH 03071  
TEL: (603) 878-1148 or (603) 493-8496 (cell)  
EMAIL:craig.dudley@sacsi.com

**4.3 S&CSI Key Project Staff**

4.3.1 S&CSI shall assign Key Project Staff who meet the requirements of the Contract, and can implement the service solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the S&CSI Key Project Staff. The State reserves the right to require removal or reassignment of S&CSI's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks*.

4.3.2 S&CSI shall not change any S&CSI Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of S&CSI Key Project Staff will not be unreasonably withheld. The replacement S&CSI Key Project Staff shall have comparable or greater skills than the S&CSI Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described above in SOW Section 4.2.1 and in SOW Section 4.10: *Background Checks*,

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare S&CSI in default and to pursue its remedies at law and in equity, if S&CSI fails to assign Key Project Staff meeting the requirements and terms of the Contract.

4.3.3.1 S&CSI Key Project Staff shall consist of the following individuals in the roles identified below:

**Key Members of the S&CSI Team are:**

**Key Member(s)**

**Craig Dudley**

**Robert Romeril**

**Tricia McLaughlin**

**Title**

**Lead Project Manager**

**Sr. Project Manager**

**Sr. z/OS Systems Programmer**

State of New Hampshire  
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Jim Hughes

Paul Pepin

Robert Oleson

Gary Shiminsky

Paul Rich Jr.

James Poirier

Jim Tyree

Sr. z/VM Systems Programmer

Certified Project Manager

Sr. DB2 Database Manager

Sr. Systems Programmer

Sr. DB2 Database Programmer

Sr. Systems Programmer z/VM

Sr. Systems Programmer z/OS

#### 4.4 State Contract Manager

The State shall assign a contract manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Robert Coffey  
Department of Information Technology  
27 Hazen Drive  
TEL: (603) 223-5738  
EMAIL: robert.coffey@doit.nh.gov

#### 4.5 State Project Manager

The State shall assign a project manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Robert Coffey  
Department of Information Technology  
27 Hazen Drive, Concord NH 03305  
TEL: (603) 223-5738  
EMAIL: robert.coffey@doit.nh.gov

#### 4.6 State Meetings and Reports

The State believes that effective communication and reporting is essential to Project success.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
STATEWIDE IBM MAINFRAME OPERATION SERVICES>  
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S&CSI Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

**Status Meetings:** Participants will include, at the minimum, the S&CSI Project Manager and the State Project Manager. These meetings, which will be conducted at least weekly address overall project status, error report reviews and any additional topics needed to remain on schedule and within budget. A status and error report from S&CSI shall serve as the basis for discussion.

**The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a weekly basis, in accordance with the Contract.

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

The S&CSI Project Manager or S&CSI Key Project Staff shall submit weekly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Future activities; and
- f. Issues and concerns requiring resolution.

As reasonably requested by the State, S&CSI shall provide the State with information or reports regarding the Project. S&CSI shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

#### **4.7 State-Owned Documents and Data**

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

#### **4.8 Records Retention and Access Requirements**

S&CSI shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.

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S&CSI and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. S&CSI and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. S&CSI shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the S&CSI's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

#### **4.9 Accounting Requirements**

S&CSI shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

#### **4.10 Background Checks**

The State may, at its sole expense, conduct background screening of the S&CSI Project Manager and S&CSI Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Section 12: *Use of State's Information, Confidentiality*.

### **5. DELIVERABLES**

#### **5.1 Deliverables and Services**

S&CSI shall provide the State with the Deliverables and Services required under this Contract, and as more fully set forth herein and in Contract Exhibit A: *Contract Deliverables*.

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**5.2 Non-Software and Written Deliverables Review and Acceptance**

After receiving written Certification from S&CSI that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify S&CSI in writing of its acceptance or rejection of the Deliverable within (5) business days of the State's receipt of S&CSI's Written Certification. If the State rejects the Deliverable, the State shall notify S&CSI of the nature and class of the Deficiency and S&CSI shall correct the Deficiency within the period identified in the Work Plan. If no period for S&CSI's correction of the Deliverable is identified, S&CSI shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify S&CSI of its Acceptance or rejection thereof, with the option to extend the review period up to five (5) additional business days. If S&CSI fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require S&CSI to continue until the Deficiency is corrected, or immediately terminate the Contract, declare S&CSI in default, and pursue its remedies at law and in equity.

**6. SOFTWARE**

Not Applicable.

**7. WARRANTY**

S&CSI shall provide the Warranties and Warranty Services set forth in Contract Exhibit K: *Warranty and Warranty Services*.

**8. SERVICES**

S&CSI shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

**8.1 Administrative Services**

S&CSI shall provide the State with the Administrative Services set forth in Contract Exhibit D: *Administrative Services*.

**9. WORK PLAN DELIVERABLE**

S&CSI shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, Tasks, Deliverables, Major Milestones, Task Dependencies, and Payment Criteria.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit F: *Work Plan*. S&CSI shall update the Work Plan as necessary, but no less than biweekly, to accurately reflect the status of the Project. Any such updates must be approved by the State, in

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writing, prior to final incorporation into Contract Exhibit F: *Work Plan*. The updated Contract Exhibit F: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit F: *Work Plan* shall not relieve S&CSI from liability to the State for damages resulting from S&CSI's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule. In the event of any delay in the Schedule, S&CSI must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of S&CSI or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by S&CSI to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from S&CSI's failure to fulfill its obligations under the Contract.

#### **10. CHANGE ORDERS**

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of S&CSI's receipt of a Change Order, S&CSI shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

S&CSI may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to S&CSI's requested Change Order within five (5) business days. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from S&CSI to the State, and the State acceptance of S&CSI's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

#### **11. INTELLECTUAL PROPERTY**

##### **11.1 State's Business**

The State's rights in Deliverables shall be for purposes of the State's business only.

##### **11.2 S&CSI's Materials**

Subject to the provisions of this Contract, S&CSI may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, S&CSI shall not distribute any products containing or disclose any State Confidential Information. S&CSI shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State

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Confidential Information by S&CSI employees or third party consultants engaged by S&CSI.

The parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

### **11.3 Copyright**

#### **11.3.1 WWW Copyright and Intellectual Property Rights**

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State's copyright.

### **11.4 Survival**

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

## **12. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

### **12.1 Use of State's Information**

In performing its obligations under the Contract, S&CSI may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). S&CSI shall not use the State Confidential Information except as directly connected to and necessary for S&CSI's performance under the Contract, unless otherwise permitted under the Contract.

### **12.2 State Confidential Information**

S&CSI shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to S&CSI in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. S&CSI shall immediately notify the State if any request, subpoena or other legal process is served upon S&CSI regarding the State Confidential Information, and S&CSI shall cooperate with the State in any effort the State

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undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, S&CSI shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**12.3 S&CSI Confidential Information**

Insofar as S&CSI seeks to maintain the confidentiality of its confidential information, S&CSI must clearly identify in writing all information it claims to be confidential. S&CSI acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable state and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by S&CSI as confidential, the State shall notify S&CSI and specify the date the State will be releasing the requested information. At the request of the State, S&CSI shall cooperate and assist the State with the collection and review of S&CSI's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be S&CSI's sole responsibility and at S&CSI's sole expense. If S&CSI fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to S&CSI, without any liability to S&CSI.

**12.4 Survival**

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

**13. GENERAL PROVISIONS**

**13.1 Conditional Nature of Contract**

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving S&CSI notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in block 1.5: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

**13.2 Compliance by S&CSI with Laws and Regulations: Equal Employment Opportunity**

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- 13.2.1 In connection with the performance of the Contract, S&CSI shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon S&CSI, including, but not limited to, civil rights and equal opportunity laws. S&CSI shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract.
- 13.2.2 During the term of the Contract, S&CSI shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and shall take affirmative action to prevent such discrimination.
- 13.2.3 If the Contract is funded in any part by monies of the United States, S&CSI shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. S&CSI further agrees to permit the State or United States, access to any of S&CSI's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

**13.3 Regulatory/Government Approvals**

S&CSI shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

**13.4 Access/Cooperation**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide S&CSI with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions necessary to allow S&CSI to perform its obligations under the Contract.

**13.5 Personnel**

- 13.5.1 The performance of S&CSI's obligations under the Contract shall be carried out by S&CSI. S&CSI shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform S&CSI's obligations under the Contract.

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13.5.2 S&CSI shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform its obligations under the Contract, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

13.5.3 The Chief Information Officer ("CIO") of the Department of Information Technology, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

**13.6 Dispute Resolution**

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

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>THE CONTRACTOR</b>	<b>THE STATE</b>	<b><u>CUMULATIVE ALLOTTED TIME</u></b>
Primary		Robert Coffey, State Project Manager	5 Business Days
First		Frank Catanese, Director of Operations	10 Business Days
Second		Peter Hastings, State Chief Information Officer	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party.

**13.7 Termination**

**13.7.1 Termination for Default**

Unless otherwise provided in the Contract, the State shall provide S&CSI written notice of default, and S&CSI must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If S&CSI fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare S&CSI in default, and pursue its remedies at law or in equity, or both.

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- 13.7.1.1 In the event the State declares S&CSI in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:
- 13.7.1.1.1 Set off against any other obligations the State may owe to S&CSI under this Contract;
  - 13.7.1.1.2 Procure Services that are the subject of the Contract from another source, and S&CSI shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs, all of which shall be subject to the limitation of liability set forth in this Contract; and
  - 13.7.1.1.3 Treat the Contract as breached and pursue its remedies at law or in equity, or both.
- 13.7.1.2 In the event of default by the State, S&CSI shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by S&CSI.
- 13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

**13.7.2 Termination for Convenience**

- 13.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to S&CSI. In the event of a termination for convenience, the State shall pay S&CSI the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.
- 13.7.2.2 During the thirty (30) day period, S&CSI shall wind down and cease Services as quickly and efficiently as reasonably possible, without

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performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**13.7.3 Termination for Conflict of Interest**

**13.7.3.1** The State may terminate the Contract by written notice if it determines that a conflict of interest exists. In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance. The State shall pay all other contracted payments that would have become due and payable if S&CSI did not know, or reasonably did not know, of the conflict of interest.

**13.7.2.2** In the event the Contract is terminated as provided above and S&CSI knew or should have known of such a conflict, the State shall be entitled to declare S&CSI in default, and to pursue remedies available at law and in equity.

**13.7.4 Termination Procedure**

**13.7.4.1** After receipt of a notice of termination, and except as otherwise directed by the State, S&CSI shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this SOW Section;
- c. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of S&CSI and in which the State has an interest;
- d. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

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- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**13.8 Force Majeure**

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

**13.9 S&CSI's Relation to the State**

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

**13.10 Assignment, Delegation and Subcontracts**

**13.10.1** S&CSI shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld.

**13.10.2** S&CSI shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall: not relieve S&CSI of any of its obligations under the Contract; nor affect any remedies available to the State against S&CSI that may arise from any event of default; and the State shall consider S&CSI to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

**13.10.3** Notwithstanding the foregoing, nothing herein shall prohibit S&CSI from assigning the Contract to the successor of all or substantially all of the assets or business of S&CSI provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that S&CSI

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should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with S&CSI, its successors or assigns for the full remaining term of the Contract; continue under the Contract with S&CSI, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to S&CSI, its successors or assigns.

**13.11 Indemnification**

13.11.1 S&CSI shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of S&CSI, its personnel or agents in connection with S&CSI's performance of the Contract.

13.11.2 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

**13.11.3 Survival**

This SOW Section 13.11, *Indemnification*, shall survive termination of this Agreement.

**13.12 Limitation of Liability**

**13.12.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to S&CSI shall not exceed the total Contract price set forth in SOW Section 1.8 of the General Provisions form (P-37).

**13.12.2 The Contractor**

Subject to applicable laws and regulations, in no event shall S&CSI be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and S&CSI's liability to the State shall not exceed two times (2X) the total Contract price set forth in SOW Section 1.8 of the General Provisions form (P-37). Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to S&CSI's indemnification obligations set forth in SOW Section 13.11: *Indemnification* and confidentiality obligations in SOW Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

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**13.12.3 State's Immunity**

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

**13.12.4 Survival**

This SOW Section 13.12: *Limitation of Liability* shall survive termination or Contract Conclusion.

**13.13 Insurance**

**13.13.1 S&CSI Insurance Requirement**

S&CSI shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, the following insurance:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State

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- c. Vendor shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. The Vendor shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

Department of Information Technology funded projects the Certificate Holder and address should be identified as:

State of New Hampshire  
Department of Information Technology  
Peter C. Hastings  
27 Hazen Drive, Concord, NH 03305.

### **13.14 Workers' Compensation**

- 13.14.1 By signing the Contract the Vendor Contractor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").
- 13.14.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, the Vendor 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 Vendor shall furnish the Insurance Certificate Holder, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached to the Contract and shall be incorporated therein by reference.
- 13.14.3 The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Vendor, or any subcontractor or employee of the Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

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**13.15 Waiver in Event of Default**

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of S&CSI.

**13.16 Notice**

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

TO S&CSI:

Craig Dudley  
244 Poor Farm Rd  
New Ipswich, NH 03071  
(603) 878-1148

TO STATE:

Robert Coffey, Data Center Manager  
Department of Information Technology  
27 Hazen Drive  
Concord NH 03301  
Tel: (603) 223-5738

**13.17 Amendment**

The Contract may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**13.18 Construction of Contract and Terms**

The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

**13.19 Third Parties**

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

**13.20 Headings**

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

**13.21 Contract Exhibits**

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

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**13.22 Special Provisions**

Additional provisions shall be set forth in the Contract EXHIBIT C shall be incorporated therein by reference

**13.23 Severability**

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

**13.24 Venue and Justification**

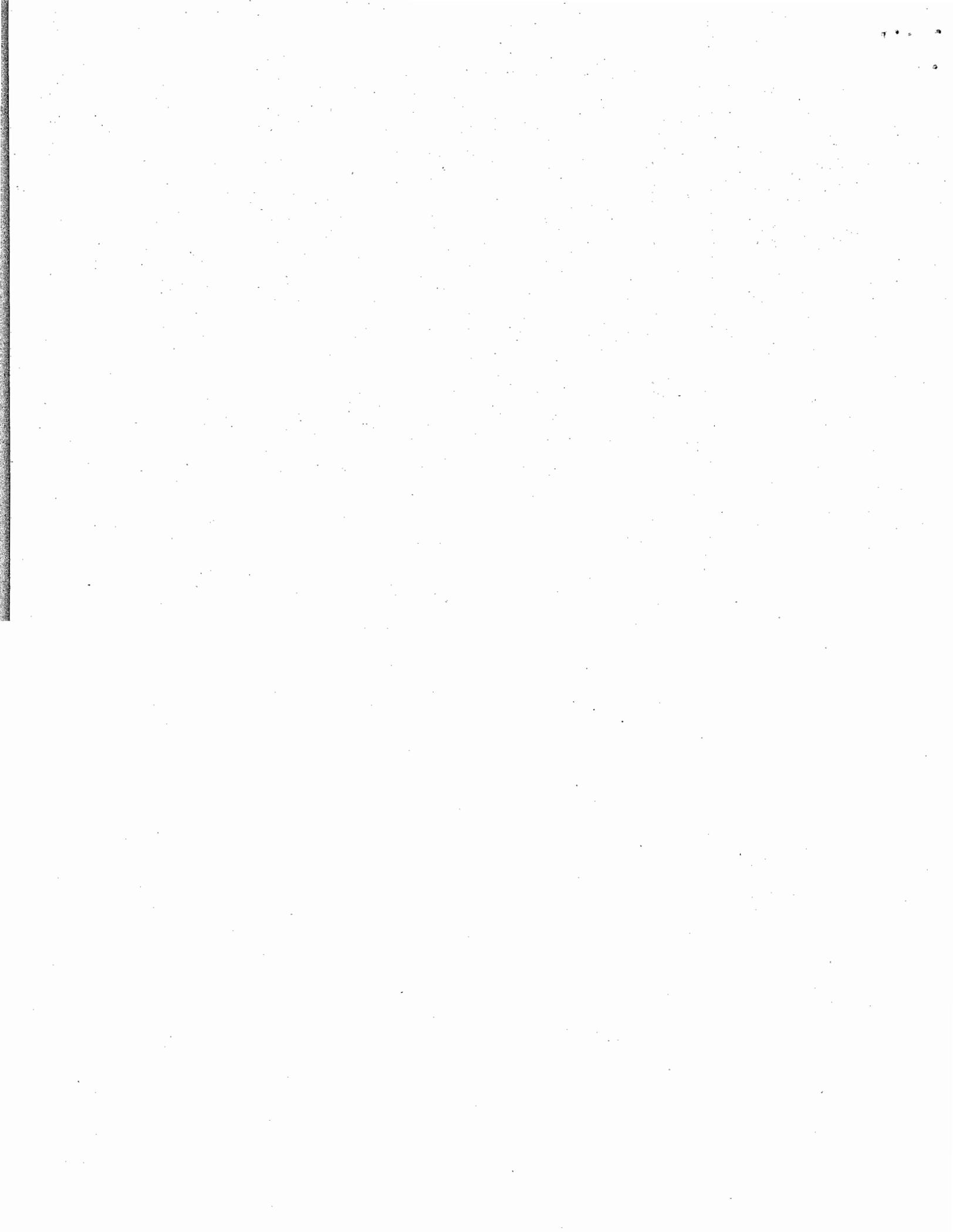
Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

**13.25 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

**13.26 Entire Contract**

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings pertaining to the Project.



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CONTRACT DELIVERABLES

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

S&CSI shall provide the State with technical Services which will meet and perform in accordance with the Specifications.

Prior to the commencement of work on Non-Software and Written Deliverables, S&CSI shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2.

Pricing for Deliverables is set forth in Exhibit B: *Price and Payment Schedule*. Pricing shall be effective for the Term of this Contract, and any extensions thereof.

**1.1 INTRODUCTION/SCOPE**

S&CSI shall provide to the State a staff with skill sets and experience as required in RFP 2010-030 Appendices C and F and able to fulfill all requirements listed in RFP 2010-030. In addition S&CSI shall provide for the continuous operation of all Systems listed in RFP Appendix C, adhere to the warranty requirements specified in Section 6.13 of the RFP, submit reports of studies and analyses and perform special projects as required by the State.

The purpose of this Contract is to provide technical support and System maintenance for all OIT IBM z/VM, z/OS, VSE/ESA and related program product and third party operating software. These services include but are not limited to:

1. Maintaining an operational and optimized Mainframe, ancillary systems, and software infrastructure to support the business and administrative needs of the State of New Hampshire.
2. Installing and maintaining Software including but not limited to upgrades, patches, enhancements, and bug fixes.
3. Delivering technical support, emergency on-call service, and troubleshooting for the State's Mainframe environment.
4. Utilizing tools and utilities to perform daily inspections, performance monitoring, and systems administration.
5. Implementing appropriate security tools, processes, and procedures
6. Providing technical and management consulting Services related to the Mainframe Data Center management and project management.
7. Presenting training and education related to IBM Mainframe products and Software.

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**2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

**2.1 Implementation Schedule – Activities / Deliverables / Milestones**

**Table A-1 Baseline Services Detailed Deliverables**

	<b>BASELINE DELIVERABLE SERVICES FOR CONSULTANT TEAM</b>	<b>DUE</b>
1.	Support all IBM z/VM, z/VSE and related program product and third party operating Software, including ensuring that release levels are kept current within 12 months of the Vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	As Needed or Upon Request
2.	In parallel, provide technical support for the existing IBM z/VM and z/VSE environments on an "as requested" basis.	As Needed or Upon Request
3.	Implement preferred guest, guest consolidations, and new guests as requested.	As Needed or Upon Request
4.	Support all z/OS related program product and third party operating Software, including ensuring that release levels are kept current within 12 months of the Vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	As Needed or Upon Request
5.	In parallel provide alternative and preferred recommendation for configuration of connection of Wide Area TCP/IP Network to the production Mainframes (z/VM, z/OS & z/VSE) Systems.	As Needed or Upon Request
6.	Implement TCP/IP Software changes to device addresses, to tie the converted network to Mainframe (z/VM, z/OS & z/VSE) Systems.	As Needed or Upon Request
7.	Systems programming (install, test, implement, and fix operating Software, program products, and tools).	As Needed or Upon Request
8.	Support of IBM Operating System vendor Software tools.	As Needed or Upon Request
9.	Provide Project management Services of all System/Software upgrades on an "as needed" basis.	As Needed or Upon Request
10.	Provide support and configuration of security profiles on all Mainframe operating Systems including encryption/decryption.	As Needed or Upon Request
11.	Support all DB2 database products in use or procured.	As Needed or Upon Request
12.	Maintain automated backup and recovery (database & Systems).	As Needed or Upon Request
13.	Technical support of all Hardware installations, including	As Needed or

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	Mainframes, printers, tape drives, DASD units, etc.	Upon Request
14.	Develop and maintain the ability to transfer files and Data between the Mainframe and other platforms.	As Needed or Upon Request
15.	Participation in problem/change management.	As Needed or Upon Request
16.	Create and maintain technical systems Documentation (e.g., Hardware configuration, channel configuration, TCP/IP network configuration, Software inventories, file transfer processes, etc.) at time of change.	As Needed or Upon Request
17.	Create and maintain operations Documentation (e.g., System start-up and shut-down procedures, CICS start-up and shut-down procedures, tape drive swaps, queue management, recovery procedures, etc.)	As Needed or Upon Request
18.	Develop and deliver comprehensive training for technical and computer operations staff as required for new and existing Mainframe products. Approximately six (6) per year based on changes made.	As Needed or Upon Request
19.	Maintain availability of each separate Operating System and its related Software at 99.9% or better during scheduled hours of operation, that is, maximum of eight (8) hours Operating System outage per year.	As Needed or Upon Request
20.	Respond to trouble calls, based on the following criteria: A. During the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday, excluding State holidays, response within five (5) minutes. B. Outside of Normal Business Hours, response within 15 minutes by telephone with qualified person. If trouble cannot be resolved remotely, response on-site within two (2) hours of original notification.	As Needed or Upon Request
21.	Completion of other planned projects or initiatives identified during the timeframe of this Contract, as requested and defined through the Project management Work Request process. A Statement of Work and Deliverables must be agreed upon for projects over \$2000 in cost or over 10 hours in estimated time.	As Needed or Upon Request
22.	Provide a weekly written technical status report and chair a weekly status meeting.	As Needed or Upon Request
23.	Assist the State in the configuration and operational support of Network servers that interface with the Mainframe environment using the following operating Systems: A. Windows B. LINUX C. HP UNIX	As Needed or Upon Request

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24.	Support and configuration of Web Servers using 3270 emulation.	As Needed or Upon Request
25.	Support and configuration of network devices including TCP/IP-to-SNA gateway servers.	As Needed or Upon Request
26.	Support and configuration of integrated IBM Mainframe and network server storage facilities.	As Needed or Upon Request
27.	Support and configuration of Mainframe printer and output distribution facilities, including those that require PC-based device control and output storage for simplified retrieval and management purposes.	As Needed or Upon Request
28.	Support and configuration of wide area (WAN) and local area (LAN) Data transfer facilities for transportation of application Data to and from the integrated, multi-System Data Center environment. This includes all TCP/IP (e.g. FTP, SFTP, CyberFusion, Move-It, SMTP, TN3270 ) facilities.	As Needed or Upon Request
29.	Support and configuration of FTP facilities used to move Data to and from State external business partners.	As Needed or Upon Request
30.	Network configuration, management, and consulting Services associated with Mainframe Systems Data access and Systems integration.	As Needed or Upon Request
31.	Support and consulting Services associated with Data Center consolidation.	As Needed or Upon Request
32.	Provide performance statistics and Data regarding Mainframe performance and capacity as requested.	As Needed or Upon Request
33.	Client/Server and Web-enabled access support and consulting Services when interfacing with the Mainframe for multiple Mainframe Data Center environment.	As Needed or Upon Request
34.	Employ Project management disciplines to improve the effectiveness and the value added by our TSG Services and operational processes.	As Needed or Upon Request
35.	Develop and support (REXX) procedure to reformat/edit reports intended for printers so that they will display properly.	As Needed or Upon Request
36.	Interact with State external business partners when necessary defining the process and the procedure of file transfers, etc.	As Needed or Upon Request
37.	Training of State personnel when needed. Approximately four (4) sessions per year based on changes made.	As Needed or Upon Request
38.	Develop Cobol Education as requested. Classroom setting training and Documentation, approximately four (4) classes per year	As Needed or Upon Request

2010-030 Exhibit A Contract Deliverables

Initial All Pages:

S&CSI Initials CD

5/27/2010

Exhibit A Page 4 of 29

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39.	Develop Z/VSE batch dumping classes as requested. . Expect approximately three (3) per year based on changes made.	As Needed or Upon Request
40.	Design, develop, and maintain procedures to create Adobe Acrobat files from report listings originating from a z/VM, z/OS or z/VSE Mainframe System.	As Needed or Upon Request
41.	Design, develop, and maintain procedures to allow sending email from z/VSE batch applications.	As Needed or Upon Request
42.	Design, develop, and maintain procedures to distribute Jetform documents created by Z/VSE/CICS to remote printers.	As Needed or Upon Request
43.	Development of a technical design document with interfaces, Hardware and Software, and Internet requirements defined.	As Needed or Upon Request
44.	Development of detailed security procedures, including online, Web and application security, backup procedures, and disaster recovery procedures using State standards.	As Needed or Upon Request
45.	Support and maintain AMS Enterprise Server/Core Software. (z/VSE)	As Needed or Upon Request
46.	Documentation of detailed technical platform and connectivity requirements must be provided including identification, configuration, and installation of all connectivity for all peripheral devices required and disk space allocations.	As Needed or Upon Request

**Table A-2 Deliverables in addition to Baseline Services**

	<b>Deliverables</b>	<b>Due</b>
1.	Annual On Call Support	Continuous
2.	After Hours and weekend support (as required)	As Needed or Upon Request
3.	Special Project Support (as required)	As Needed or Upon Request

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) Contract totaling **\$6,330,129** for the period between the Effective Date through June 30, 2013. S&CSI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow S&CSI to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

**1.2 Baseline Services**

The Baseline Services price includes the total price for all Services in Table A-1, required to maintain operations Monday through Friday 7:00 AM through 5:00 PM exclusive of State Holidays. Baseline Services will be invoiced monthly. The basis for billing will be time sheets, which detail hours worked by each individual and the task category being worked.

**Table 1B: Baseline Services Pricing**

Activity, Deliverable, or Milestone	SFY 2011	SFY 2012	SFY 2013	Total
Annual Total for Baseline Services	\$1,797,285	\$1,830,765	\$1,856,570	\$5,484,620

**1.3 On Call Support Retainer**

The On Call Support Retainer price includes the total price to maintain an on call staff, which can respond after Regular Business Hours to meet the requirements of the Contract. Actual hours spent on after hours support is invoiced separate from and in addition to Baseline Services and the On Call Support Retainer.

**Table B-2: On Call Support Retainer**

IT SERVICES – ACTIVITIES/ DELIVERABLES	SFY 11	SFY 12	SFY 13	TOTAL
1. Total Annual on call support retainer price	\$54,000	\$56,160	\$58,968	\$169,128

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**1.4 After Hours and Special Project Pricing**

After Hours Support is the total price of calling in Vendor support after regular hours in order to trouble shoot problems or to perform weekend System upgrades, keep the System Software current and to perform required after hours repairs, calculated according to RFP 2010-030 Appendix F-3, Table F-3.1. These hours will be accounted for and invoiced separately and in addition to the Contract baseline Services, and on call support retainer.

Table B-3: After Hours and Weekend Support Worksheet

IT SERVICES – ACTIVITIES/ DELIVERABLES	SFY 11 *	SFY 12	SFY 13	TOTAL
After Hours Services for OIT	\$75,251	\$108,520	\$110,050	\$293,821

\*Note – Cost represents the cumulative maximum amount which S&CSI may receive for the first 850 hours of After Hours Support billed by S&CSI.

**1.5 Special Projects Support**

Special Project Support is the total price for Vendor support on special projects such as studies and reconfigurations, and support of other DoIT Data Centers as needed, calculated according to RFP 2010-030 Appendix F-3, Table F-3.2. These hours must be accounted for and invoiced separately. They are separate from and in addition to Baseline Services, and On Call Support Retainer.

Table B-4: Special Projects Support

IT SERVICES – ACTIVITIES/ DELIVERABLES	SFY 11 **	SFY 12 **	SFY 13 **	TOTAL
Special Project Support	\$125,420	\$127,670	\$129,470	\$382,560

\*\* Note – Cost represents the cumulative maximum amount which S&CSI may receive for the first 1,650 hours of Special Project Support billed by S&CSI.

**1.6 Vendor Personnel Rates**

The following rates shall be used by S&CSI to support charges for invoices.

Table B-5: Vendor Personnel Rates by Fiscal Year

IT SERVICES - Position Title*	SFY 2011	SFY 2012	SFY 2013
Project Manager	\$135	\$137	\$140

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Senior DB2 Database Programmer	\$137	\$140	\$140
Senior Systems Programmer z/VM	\$114	\$116	\$118
Senior Systems Programmer z/OS	\$114	\$116	\$118
Senior Systems Programmer z/VSE	\$114	\$116	\$118
Senior Systems Network Specialist	\$135	\$137	\$140
Senior Project Management Specialist	\$135	\$137	\$140

## 2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed **\$6,330,129** ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to S&CSI for all fees and expenses, of whatever nature, incurred by S&CSI in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

## 3. INVOICING

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Frank Cantanese  
Director of Operations  
State of New Hampshire  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03305

## 4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Craig Dudley  
President

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PRICE AND PAYMENT SCHEDULE**

224 Poor Farm Rd  
New Ipswich, NH 03071

**5. OVERPAYMENTS TO S&CSI**

S&CSI shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon notice from the State.

**6. CREDITS**

The State may apply credits due to the State arising out of this Contract, against S&CSI's invoices with appropriate information attached.

**7. RIGHT TO OFFSET**

The State reserves the right to offset from any amounts otherwise payable to S&CSI under the Contract those liquidated amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

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EXHIBIT C  
SPECIAL PROVISIONS

1. Special Provisions

There are no Special Provisions

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**ADMINISTRATIVE SERVICES**

**1. STATUS REPORTS**

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

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

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two week period
- e. Staff time reporting
- f. Issues and concerns requiring resolution
- g. Financial Status to be updated once a month

**2. STATE-OWNED DOCUMENTS AND DATA**

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

S&CSI hereby agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

**3. ACCOUNTING REQUIREMENTS**

S&CSI shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

**4. WORK HOURS**

Vendor personnel shall work Normal Business Hours between 7:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.

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5. WORK PLACE EQUIPMENT

S&CSI may provide their own desktop and server systems at no cost to the State. S&CSI may perform work for external customers using this equipment providing that these hours not be billed to the State and providing that security provisions for this equipment be approved by the State.

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REQUIREMENTS – CONTRACTOR RESPONSES**

**1. Response to Requirements**

S&CSI shall provide to the State a staff with skill sets and experience as follows:

**Table C1.1 Staff Requirements**

	<b>TECHNICAL REQUIREMENTS FOR CONSULTANT TEAM</b>	<b>STATE REQUIREMENT STATUS M/P</b>	<b>VENDOR COMPLIANCE Y/N</b>	<b>VENDOR RESPONSE</b>
1.	Demonstrated knowledge and experience supporting IBM z/VM, z/VSE environments.	M	Y	Yes
2.	Demonstrated knowledge and experience supporting z/OS environments.	M	Y	Yes
3.	Demonstrated knowledge and experience supporting wide area TCP/IP network environments (e.g. FTP, SFTP, SMTP, TN3270) facilities.	M	Y	Yes
4.	Demonstrated knowledge and experience in state-of-the-art Project Management Methodologies.	M	Y	Yes
5.	Demonstrated knowledge and experience supporting DB2	M	Y	Yes
6.	Demonstrated knowledge and experience supporting Microsoft Windows, UNIX, and Linux.	M	Y	Yes
7.	Demonstrated knowledge and experience supporting Web Servers using 3270 emulation.	M	Y	Yes
8.	Demonstrated knowledge and experience with COBOL.	M	Y	Yes
9.	Demonstrated knowledge and experience supporting WebSphere on z/OS.	M	Y	Yes
10.	Internet accessibility must follow State standards for Web interface,	M	Y	Yes

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REQUIREMENTS – CONTRACTOR RESPONSES

	including Web browser standards approved by the State.			
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**Table 1.2 S&CSI Contractor shall accomplish project Deliverables as follows:**

The following deliverables require fully qualified IT Consultant personnel with knowledge and experience as declared in Appendix E, Section E-2: *Candidates for Vendor IT Consultant Roles*, capable of fulfilling the Requirements stated in Table C-2 below and with the skills and experience outlined in Table C-1. These Consultants will be working on site for full business days on projects as directed by the State Project Manager. Vendor staff must be available to respond to problems to ensure computers are operating 24X7. Vendor staff must stagger work days to occupy the site Monday through Friday 7:00 AM through 5:00 PM exclusive of State Holidays.

**Table C-2.1 Detailed Deliverables for Baseline Services**

	FUNCTIONAL REQUIREMENTS FOR CONSULTANT TEAM	STATE REQ'MT STATUS	VENDOR COMPLIANCE	VENDOR RESPONSE
1.	Support all IBM z/VM, z/VSE and related program product and third party operating Software, including ensuring that release levels are kept current within 12 months of the Vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M	Y	Yes
2.	In parallel, provide technical support for the existing IBM z/VM and z/VSE environments on an "as requested" basis.	M	Y	Yes
3.	Implement preferred guest, guest consolidations, and new guests as requested.	M	Y	Yes
4.	Support all z/OS related program product and third party operating Software, including ensuring that release levels are kept current within 12 months of the Vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M	Y	Yes
5.	In parallel provide alternative and preferred recommendation for configuration of	M	Y	Yes

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**REQUIREMENTS – CONTRACTOR RESPONSES**

	connection of Wide Area TCP/IP Network to the production Mainframes (z/VM, z/OS & z/VSE) Systems.			
6.	Implement TCP/IP Software changes to device addresses, to tie the converted network to Mainframe (z/VM, z/OS & z/VSE) Systems.	M	Y	Yes
7.	Systems programming (install, test, implement, and fix operating Software, program products, and tools).	M	Y	Yes
8.	Support of IBM Operating System vendor Software tools.	M	Y	Yes
9.	Provide Project management Services of all System/Software upgrades on an "as needed" basis.	M	Y	Yes
10.	Provide support and configuration of security profiles on all Mainframe operating Systems including encryption/decryption.	M	Y	Yes
11.	Support all DB2 database products	M	Y	Yes
12.	Maintain automated backup and recovery (database & Systems).	M	Y	Yes
13.	Technical support of all Hardware installations, including Mainframes, printers, tape drives, DASD units, etc.	M	Y	Yes
14.	Develop and maintain the ability to transfer files and Data between the Mainframe and other platforms.	M	Y	Yes
15.	Participation in problem/change management.	P	Y	Yes
16.	Create and maintain technical Systems Documentation (e.g., Hardware configuration, channel configuration, TCP/IP network configuration, Software inventories, file transfer processes, etc.) at time of change.	M	Y	Yes
17.	Create and maintain operations Documentation (e.g., System start-up and shut-down procedures, CICS start-up and shut-down procedures, tape drive swaps, queue management, recovery procedures, etc.)	M	Y	Yes
18.	Develop and deliver comprehensive training for technical and computer	M	Y	Yes

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REQUIREMENTS – CONTRACTOR RESPONSES**

	operations staff as required for new and existing Mainframe products. Approximately six (6) per year based on changes made.			
19.	Maintain availability of each separate Operating System and its related Software at 99.9% or better during scheduled hours of operation, that is, maximum of eight (8) hours operating System outage per year.	M	Y	Yes
20.	Respond to trouble calls, based on the following criteria: C. During the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday, excluding state holidays, response within five (5) minutes. D. Outside Normal Business Hours, response within 15 minutes by telephone with qualified person. If trouble cannot be resolved remotely, response on-site within two (2) hours of original notification.	M	Y	Yes
21.	Completion of other planned projects or initiatives identified during the timeframe of this Contract, as requested and defined through the Project management Work Request process. A statement of work and deliverables must be agreed upon for projects over \$2000 in cost or over 10 hours in estimated time.	M	Y	Yes
22.	Provide a biweekly written technical status report and chair a biweekly status meeting.	M	Y	Yes
23.	Assist the State in the configuration and operational support of Network servers that interface with the Mainframe environment using the following operating Systems: D. Windows E. LINUX F. HP UNIX	P	Y	Yes
24.	Support and configuration Web Servers using 3270 emulation.	M	Y	Yes
25.	Support and configuration of network devices including TCP/IP-to-SNA gateway servers.	M	Y	Yes
26.	Support and configuration of integrated IBM Mainframe and network server storage facilities.	M	Y	Yes

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27.	Support and configuration of Mainframe printer and output distribution facilities, including those that require PC-based device control and output storage for simplified retrieval and management purposes.	M	Y	Yes
28.	Support and configuration of wide area (WAN) and local area (LAN) Data transfer facilities for transportation of application Data to and from the integrated, multi-System Data Center environment. This includes all TCP/IP (e.g. FTP, SFTP, CyberFusion, Move-It, SMTP, TN3270 ) facilities.	M	Y	Yes
29.	Support and configuration of FTP facilities used to move Data to and from State external business partners.	M	Y	Yes
30.	Network configuration, management, and consulting Services associated with Mainframe Systems Data access and Systems integration.	M	Y	Yes
31.	Support and consulting Services associated with Data Center consolidation.	M	Y	Yes
32.	Provide performance statistics and Data regarding Mainframe performance and capacity as requested.	M	Y	Yes
33.	Client/Server and Web-enabled access support and consulting Services when interfacing with the Mainframe for multiple Mainframe Data Center environments.	P	Y	Yes
34.	Employ Project management disciplines to improve the effectiveness and the value added by our TSG Services and operational processes.	M	Y	Yes
35.	Develop and support (REXX) procedure to reformat/edit reports intended for printers so that they will display properly.	P	Y	Yes
36.	Interact with State external business partners when necessary defining the process and the procedure of file transfers, etc.	M	Y	Yes
37.	Training of state application and end user personnel when needed. Approximately	M	Y	Yes

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	four (4) sessions per year based on changes made.			
38.	Develop Cobol Education as requested. Classroom setting training and Documentation, approximately four (4) classes per year	P	Y	Yes
39.	Develop Z/VSE batch dumping classes as requested. . Approximately three (3) per year based on changes made.	M	Y	Yes
40.	Design, develop, and maintain procedures to create Adobe Acrobat files from report listings originating from a z/VM, z/OS or z/VSE Mainframe System.	M	Y	Yes
41.	Design, develop, and maintain procedures to allow sending email from z/VSE batch applications.	P	Y	Yes
42.	Design, develop, and maintain procedures to distribute Jetform documents created by Z/VSE/CICS to remote printers.	P	Y	Yes
43.	Development of a Technical Design Document with interfaces, Hardware and Software, and Internet requirements defined.	M	Y	Yes
44.	Development of detailed security procedures, including online, Web and application security, backup procedures, and disaster recovery procedures using State standards.	M	Y	Yes
45.	Support and maintain AMS Enterprise Server/Core Software. (z/VSE)	P	Y	Yes
46.	Documentation of detailed technical platform and connectivity requirements must be provided including identification, configuration, and installation of all connectivity for all peripheral devices required and disk space allocations.	M	Y	Yes

**Table C-2.2 Deliverables in addition to Baseline Services**

	Deliverables	STATE REQ'MT STATUS	VENDOR COMP-LIANCE	VENDOR RESPONSE
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EXHIBIT E

REQUIREMENTS – CONTRACTOR RESPONSES

1.	Annual On Call Support	M	Y	Yes
2.	After Hours and weekend support (as required)	M	Y	Yes
3.	Special Project Support (as required)	M	Y	Yes

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WORK PLAN

S&CSI's Project Manager and the State Project manager shall finalize the Work Plan within (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with S&CSI's plan to implement the Mainframe Software. Continued development and management of the Work Plan is a joint effort on the part of S&CSI and State Project Managers.

The preliminary Work Plan created by S&CSI and the State is set forth at the end of this Exhibit.

In conjunction with S&CSI's Project Management methodology, which shall be used to manage the Project's life cycle, the S&CSI team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and S&CSI team members), refine the Project's scope, and establish the Project's schedule. The Plan is documented in accordance with S&CSI's Work Plan and shall utilize MS Project to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the S&CSI and State Project Managers.

## 1. ASSUMPTIONS

### A. General

- The State shall provide team members with decision-making authority to support the implementation efforts.
- All State tasks must be performed in accordance with the revised Work Plan.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- S&CSI shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

### B. Logistics

- The S&CSI Team shall perform this project at State facilities at no cost to S&CSI.
- The S&CSI Team reserves the right to perform that work at a facility other than that furnished by the State, when practical, at their expense, with the permission of the State Project Manager.
- The S&CSI Team shall honor all holidays observed by S&CSI or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the S&CSI Team, including PCs, phones, Virtual Private Network (VPN) access, and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax

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supplies shall be provided at no cost to the S&CSITeam and shall be available when the Project begins.

**C. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete project tasks.
- S&CSI assumes that an alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

**D. Technical Environment and Management**

- The State is responsible for providing the hardware, network, and communication facilities needed to support the project.
- The State is responsible for providing the Internet access.
- S&CSI will lead an effort, including the State of New Hampshire Operations team, to identify the hardware requirements for the development, test and production environments.

**E. Reporting**

- S&CSI shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

**F. User Training and Change Management**

- The S&CSI Team shall lead the development of the training plan.

**G. Performance Testing**

- The State shall work with S&CSI on Performance Testing as set forth in Contract Exhibit F – *Testing Services*.

**2. ROLES AND RESPONSIBILITIES**

**A. S&CSI Team Roles and Responsibilities**

**1) S&CSI Team Project Manager**

The S&CSI Team Project Manager shall have overall responsibility for the day-to-day management of the project and shall plan, track, and manage the activities of the S&CSI Implementation Team. The S&CSI Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Create and maintain the Work Plan;

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- Assign S&CSI Team consultants to tasks according to the scheduled staffing requirements;
- Define roles and responsibilities of all S&CSI team members;
- Provide weekly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's application and development managers, as appropriate.

2) **S&CSI Team**

The S&CSI Team shall conduct analysis of requirements, validate the S&CSI Team's understanding of the State business requirements by application, and:

- Produce functional specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Monitor the Department's of Health and Human Services, Safety and Administrative Services Mainframe operating systems and related hardware;
- Troubleshoot problems and apply corrective actions;
- Assist the State with future planning by making suggestions to improve operations;
- Assist with the correction of configuration problems identified during system, integration and Acceptance testing; and
- Assist with the transition to production.

**B. State Roles and Responsibilities**

The following State resources have been identified for the project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the implementation. The demands on the subject matter experts' time will vary based on the need determined by the State leads and the phase of the implementation.

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**1) State Project Manager**

The State Project Manager shall work side-by-side with the S&CSI Project Manager. The role of the State Project Manager is to manage State resources (if any), facilitate completion of all tasks assigned to State staff, and communicate project status on a regular basis. The State Project Manager represents the State in all decisions on implementation project matters, provides all necessary support in the conduct of the implementation project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Assist the S&CSI Project Manager in the development of a detailed Work Plan;
- Identify and secure the State project team members in accordance with the Work Plan;
- Define roles and responsibilities of all State project team members assigned to the project;
- Identify and secure access to additional State staff as needed to support specific areas of knowledge if and when required to perform certain implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the project level;
- Inform the S&CSI Project Manager of any urgent issues if and when they arise; and
- Assist the S&CSI team staff to obtain requested information if and when required to perform certain project tasks.

**2) State Network Administrator (DoIT)**

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

**3) State Application Testing**

The State's Application Staff will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance test plans;
- Coordinating system, integration, performance, and Acceptance tests;

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- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

**3. PRELIMINARY WORK PLAN**

The following Table 6.1 provides the preliminary agreed upon Work Plan for the Contract.

**Table 7.1: High Level Preliminary NH Project Plan**

Task Name	Duration	Start	Finish
Maintain DHHS New Heights z/OS operating system with fixes from supplier (IBM)	On going	As needed	As needed
Support New Heights application team for Imaging roll out and Public facing NH EASY	On going	As needed	As needed
Support FDM GHRS zVSE operating system with fixes from supplier (IBM)	On going	As needed	As needed
Support DHHS NECSES zVSE operating system with fixes from supplier (IBM)	On going	As needed	As needed
Support DoS,DMV FDM GHRS, &DHHS NECSES zVM operating system with fixes from supplier (IBM)	On going	As needed	As needed
Support DHHS New Heights and DoS DMV/FDM GHRS, & DHHS NECSES mainframes (z9 & z890) during evaluation and implementation of replacement technologies providing same or faster performance at a lower cost	On going	As needed	As needed
Project planning for various hardware maintenance requirements	On going	As needed	As needed
Project planning for software and hardware upgrades	On going	As needed	As needed
Provide status report to State	On going	Every Tuesday	Every Tuesday
Provide technical support to external DHHS & FDM business partners for interfacing to DHHS New Heights and DoS DMV/FDM GHRS/DHHS NECSES mainframes	On going	As needed	As needed
Provide technical support for interfacing mainframes to State departments	On going	As needed	As needed
Provide technical support to mainframe high speed printing facility	On going	As needed	As needed

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EXHIBIT G  
WARRANTY AND WARRANTY SERVICES

**1. WARRANTIES**

**1.1 Services**

The Vendor shall agree to maintain, repair, upgrade, and correct Deficiencies in the System at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, destructive programming; and replacing incorrect, defective or deficient Software and Documentation.

Such warranty Services shall include without limitation the following:

- a. Repair, or any portion or upgrade the System that is Deficient;
- b. Maintain the System in accordance with the Specifications and terms and requirements of the Contract;
- c. The Vendor shall have available to the State on-call telephone assistance during non-business hours, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with a telephone response within fifteen (15) minutes of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within two (2) business hours of a request during non-business hours;

In the event the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full warranty period.

**1.2 Personnel**

The Vendor shall warrant that all personnel engaged in the Services shall be qualified to perform the Services, and otherwise authorized to do so.

**1.3 System**

The Vendor shall warrant that all operating Systems and their related Software, in whole or part, shall operate with a 99.9 % or better up time, with a maximum of eight (8) hours System outage per year, not including scheduled downtime.

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**WARRANTY AND WARRANTY SERVICES**

**1.4 Destructive Programming**

The Vendor shall warrant that any Software used or developed will not contain any destructive programming, or mechanisms designed to disrupt the performance of State of New Hampshire business personnel.

**1.5 Programming**

The Vendor shall warrant that any Software changes shall operate with the rest of the Software without loss of any functionality. All modifications, upgrades and installations must be tested and accepted in writing by the State of New Hampshire.

**WARRANTY PERIOD**

Stability and responsiveness to problems is essential. The Vendor shall warrant all Services and personnel, engaged under Contract as a result of the RFP, for the duration of the Contract period.

The Vendor must guarantee to provide the deliverables as required by this RFP within the time agreed upon. Should it fail to do so, and the failure was not caused by the acts or omissions of the State, then the Vendor will be liable for all additional costs to the Department of Information Technology to assure that the Systems are up and operating. This includes the addition and replacement of equipment, additional personnel, and additional costs to the Department of Information Technology for its day-to-day operation.

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EXHIBIT H  
NH DoIT RFP 2010-030 (WITH ADDENDA) INCORPORATED

NH DEPARTMENT OF INFORMATION TECHNOLOGY RFP 2010-030 (with  
Addenda 1 and 2)

Incorporated is attached herewith.

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EXHIBIT I  
CONTRACTOR PROPOSAL BY REFERENCE

S&CSI Proposal to NH Department of Information Technology RFP 2010-030 dated 22 March 2010 as amended by Best and Final Offer dated 27 April 2010 is incorporated herein by reference.

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EXHIBIT J  
CERTIFICATES AND ATTACHMENTS

Attached are :

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance
- D. Contractor's Proposal Transmittal Form Letter