

Addendum #2 To RFP # 2024-080 - Questions and Answers

State Responses to Vendor Questions

Question 1	State Response
Are physical proposals required? Or are electronic proposals sufficient?	Please review Section 2.1, 2.2 and 2.3
Question 2	State Response
Is there something that needs to be submitted completed regarding Appendix F?	Appendix F is an overview of New Hampshire Department of Information and Technology's Infrastructure and Security.
Question 3	State Response
Is there something that needs to be submitted/completed regarding Appendix H?	Appendix H is definitions for the benefit of the vendors seeking proposals.
Question 4	State Response
If there is no additional charge/weight on the additional pricing tables (E-2.1 and E-2.2) do these have to be submitted?	Please complete the RFP as much as possible. If this section does not pertain to your organizations, you may choose to not fill out this portion.
Question 5	State Response
What is the allocated budget for this project?	We will not be disclosing information on budget or funding sources at this time.
Question 6	State Response
How do you want to use military experience in your implementation beyond recording it in the user profile and bringing it into Forms (RFP 4.8)?	Military experience is information captured during initial academy training.
Question 7	State Response
Please describe your process for submitting an Officer to the NDI?	Please click on the following link to find information on the National Decertification Index - https://www.iadlest.org/our-services/ndi/about-ndi NHPSTC reports all decertification of officers to the NDI.
Question 8	State Response
What kind of security notifications do you need (e.g. what types of actions would generate a notification) and what kind of automation is desired?	Whenever there are actions pertaining to reports/workflows, notifications are most desirable. These notifications would be received by the sender and recipient. Notifications can also be found in the RFP here – 1.37, 4.69, 4.77, 5.25, 6.21.
Question 9	State Response

Please describe what kind of login page redirection you envision and what would determine if/where it redirects.	After login, users are directed to the record management section of the software.
Question 10	State Response
Please describe the data exchange you are envisioning with FEMA FRTS: does the vendor send data to FEMA FRTS API, or would the vendor pull data from it? What type of data is it and what fields are needed to be transmitted?	Information on FEMA FRTS can be found here - https://www.dhs.gov/publication/dhsfemapia-008-first-responder-training-system-frts . This requirement is only preferred. NHPST actively conducts FEMA in an academy training setting.
Question 11	State Response
What kind of data do you need the Vendor to automatically import? What format and for what purpose/use in the application?	Please see Appendix I for all import requirements.
Question 12	State Response
Which APIs do you want the vendor to interact with, or which systems do you want to interact with Vendor APIs? What do you want the API interaction to do?	Please submit all APIs your system can interact with.
Question 13	State Response
Can you please clarify how the successful vendor can support your requirements for compliance monitor data partitioning?	Please see Appendix I for all data partitioning requirements.
Question 14	State Response
Please clarify what is meant by Exchange Integration Settings in Global Preferences. What type of integration does this refer to and what would it do?	Exchange Integration Settings for Global Preferences ensure seamless communication between the application and the Exchange server, allowing users to access and manage their data within the application. Examples of integration settings are authentication, synchronization options, and user mapping. However, this requirement for the RPF is list as preferred.
Question 15	State Response
Can you please provide an example of a non-LEA user and the type of form they would submit?	A non-LEA user is a civilian position within a law enforcement agency. They are generally administrative staff that submits reports/workflows on behalf of the agency i.e. academy applications, officer status changes etc.
Question 16	State Response
Please confirm the number of users on the platform as indicated in Section 1.1.1 totaling 4,475 users. If different, please advise. This assumption is based on the following: "4,000 police officers, both full and part time, employed by the state, counties and municipalities, and trains and certifies almost 475 sworn employees of the department of corrections."	The number of users varies based on recruitment and retention efforts. There are also non-LEA users in the system.
Question 17	State Response

Requirement 11.2 "Support SSO for Mobile Users": What are the expectations for mobile users?	Users should have the ability to access the system on a number of devices to include but not limited to desktop computers, phones and or other handheld / mobile devices.
Question 18	State Response
Requirement 11.3 "Encryption Support for Local Mobile Data": If Mobile app, what are the State's expectations for how this data is secured?	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include system, application, web, and database.
Question 19	State Response
Requirement 11.4 "SSO with SAML 2.0 for Mobile": If Mobile app, is SSO expected to be the same as the web-based portal login site? If not, could the State please clarify	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include system, application, web, and database.
Question 20	State Response
SLA-11: The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages. What is the State's change management policy?	<p>This applies to all changes made to state network computing resources administered by the Department of Information Technology (DoIT).</p> <p>An Infrastructure Change Request (ICR) is a request, review, and approval process required for all changes made to the production environment. ICRs are also required for any changes in a development environment where the applications, platforms or both may be rendered unavailable. Since application changes are very frequent in development environments, creating an ICR for all changes would not be practical. ICR examples include but are not limited to operating system updates or patches; application releases; equipment installation, configuration change, and/or removal; and planned interruptions such as those associated with power outages.</p> <p>There are three options for ICR requests based on review periods and impact:</p> <ul style="list-style-type: none"> • Standard. The standard or normal ICR request must be submitted 7 days prior to the date of the planned work, providing a 2-day review and 5 day customer notification prior to the change being made. The work shall not be done without ICR approval. • Emergency. For changes required sooner than 7 days, an emergency ICR option is available when appropriate justification is made. This option provides for same day review and approval. • For Your Information (FYI). An FYI request can be submitted for work to be done that will clearly not impact the production environment or for work already reviewed by an existing change control process.

Question 21	State Response
<p>SLA-12: A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem. Will the State provide a list of which business functions are considered critical?</p>	<p>It is essential that the system is always operational, outside of scheduled maintenance. The system being operational is critical to the mission of New Hampshire Police Standards and Training. See Appendix B for all maintenance requirements.</p>
Question 22	State Response
<p>SLA-13: The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close. Could the State further define this requirement?</p>	<p>See Appendix B for all maintenance requirements.</p>
Question 23	State Response
<p>SLA-14: The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes. Will the vendor's Release Notes summary be sufficient to satisfy the two-day notice provision?</p>	<p>Yes.</p>
Question 24	State Response
<p>RFP Appendix H, Definitions Section 5.1, Contract Price. Envisage Technologies provides annual subscriptions to its commercial-off-the-shelf SaaS solutions. These subscriptions are invoiced annually at the beginning of each contract year and amounts are due Net 30. Is this invoicing acceptable to the State?</p>	<p>Payment options may be discussed in contract negotiations. However, annual subscriptions are accepted by the State of New Hampshire.</p>
Question 25	State Response
<p>Appendix H, Definitions Section 5.4, Contract Price. Caps the State's liability to total fees paid. This amount would be inadequate to compensate the Vendor for the amount of injury it would sustain if there were a misappropriation of its intellectual property. Would the State be willing to provide a carveout from the limitation of liability for intellectual property claims?</p>	<p>No, the State will not unlawfully appropriate intellectual property and cannot agree to unlimited liability. If an individual engages in such conduct, there are separate remedies available under the law.</p>
Question 26	State Response
<p>RFP Appendix H, Definitions Section 9, Termination, provides for termination for convenience. The Vendor understands and accepts the need to have termination</p>	<p>No, the State cannot strike that clause but can consider reasonable additional terms.</p>

<p>for non-appropriation of funds; however, termination for convenience is a different matter. Specifically, it creates revenue recognition issues for the Vendor making it difficult to budget and allocate resources necessary to the project. Accordingly, is the State willing to strike the termination for convenience provisions from Section 9?</p>	
<p align="center">Question 27</p>	<p align="center">State Response</p>
<p>RFP Appendix H, Definitions Section 9, Termination. In the alternative, would the State be willing to recognize that Envisage Technologies provides annual subscriptions to its commercial-off-the-shelf SaaS solutions that are invoiced annually at the beginning of each contract year and are fully earned and due upon being invoiced and non-refundable when paid unless the agreement is terminated for cause as a result of the Vendor's material breach.</p>	<p>The State is unable to answer a question specific to one vendor, but there are different billing and payment terms available that comply with State procurement requirements.</p>
<p align="center">Question 28 4</p>	<p align="center">State Response</p>
<p>RFP Appendix H, Definitions Section 10, Property Ownership/Disclosure. The ownership provisions are overly broad and not applicable to the Vendor's solution. The Vendor is offering a commercial-off-the-shelf SaaS solution. Accordingly, since pre-existing intellectual property constitutes the proposed solution, would the State be willing to recognize that the Vendor will maintain sole ownership and control over its intellectual property?</p>	<p>The State is unable to answer a question specific to one vendor, but contracts often include terms recognizing that companies retain ownership and control over their intellectual property.</p>
<p align="center">Question 29</p>	<p align="center">State Response</p>
<p>RFP Appendix H, Definitions Section 10, Property Ownership/Disclosure. Additionally, any enhancements, improvements, modifications, and the like become immediately inextricably intertwined with the Vendor's pre-existing intellectual property to such an extent that separation of enhancements, modifications, improvements, etc., is impossible. Accordingly, will the State recognize that the Vendor will maintain sole ownership and control over any enhancements, modifications, improvements, etc., made to its intellectual property?</p>	<p>Same 28, the State often includes contractual terms recognizing ongoing rights to intellectual property including enhancements and modifications, as long as they were not created by the State or for a product owned by the State or would cause a breach of State information or other privacy rights or interests.</p>
<p align="center">Question 30</p>	<p align="center">State Response</p>
<p>Vendor is willing to provide a non-exclusive, non-transferrable, non-sublicensable license to its COTS SaaS solutions for the term of the agreement for the State's own internal business purposes. Is this scope of license acceptable to the State?</p>	<p>The State would need to review the specific terms of the license as described in the proposal.</p>
<p align="center">Question 31</p>	<p align="center">State Response</p>

RFP Appendix H, Definitions Section 12, Assignment. The Vendor exists in a very dynamic business environment where mergers and acquisitions are commonplace. Will the State be willing to amend the Assignment term to state that its approval will not be "unreasonably delayed, conditioned, or withheld"?	Yes, the State would consider reasonable additional terms regarding timing of approval of assignments.
Question 32	State Response
RFP Appendix H, Definitions Section 19, Choice of Law. The agreement provides for exclusive venue in State Court. Vendor requests that the appropriate New Hampshire federal court also be included as an option for matters that fall within the jurisdiction of the federal court. Is this acceptable?	No, the clause is sufficient as presently written to recognize matters that fall under the jurisdiction of the Federal courts.
Question 33	State Response
RFP Appendix H, Definitions Section 26, Entire Agreement. The Vendor's master license agreement at www.acadis.com/mla/ governs the use of Vendor's software. Will the State include the Vendor's MLA as part of the agreement to the extent it does not conflict with the State's terms and conditions?	The State is unable to answer a question specific to one vendor, but non-conflicting portions of a vendor's MLA are often included subordinate to the P-37 and other contractual terms.
Question 34	State Response
What is your budget for this project?	We will not be disclosing information on budget or funding sources at this time.
Question 35	State Response
Is Pre-built content important to you? If so, what topics do you need content in?	You may choose to submit pre-built media/content as part of the RFP process.
Question 36	State Response
Who is in charge of creating company specific content?	The Professional Development Bureau is responsible for all in-service training for the State of New Hampshire. We also oversee all curriculum in all academy settings.
Question 37	State Response
Who is going to be in charge of ensuring the LMS rolls out appropriately internally? Do you have a dedicated Administrator? How many people from your team will be working on creating content and do you have 1 administrator?	The Professional Development Bureau is responsible for the maintenance of all this agency's learning and record management systems.
Question 38	State Response
Will this system sit within HR or Operations? Who will be the owner of the system within your organization?	This system will be siloed within New Hampshire Police Standards and Training.
Question 39	State Response

When do they want to make a decision on the vendor they want to move forward with?	Please see Section 1.2 for the “Schedule of Events”.
Question 40	State Response
Who is the primary contact that we will be working with?	Captain Adam C. Hawkins.
Question 41	State Response
Who is the current vendor for your LMS?	New Hampshire Police Standards and Training uses two learning and record management system – Moodle and Benchmark Analytics.
Question 42	State Response
How many years of historical data do you need to migrate and is it for all the users you mentioned in the RFP?	Historical data import is discussed in Appendix C.
Question 43	State Response
What are you currently using for your HRIS, Performance Management, and ATS?	We are seeking proposals on a learning and record management system.
Question 44	State Response
Are there any language restrictions that we should be aware of?	No.
Question 45	State Response
What authoring tools are you using today? What has your experience been with those?	We use several authoring tools to develop our curriculum. Please include what authoring tools your product is compatible with.
Question 46	State Response
What are the top 3 things you are struggling with today that we can ensure that you have a better experience to make sure our partnership is successful?	New Hampshire Police Standards and Training is the credentialing body for all certified officers in the State of New Hampshire. We are also the sole provider for academy and in-service training. NHPST also handles all elements of reports of misconduct.
Question 47	State Response
Do you have a document management system like SharePoint or where do your company SOP or any important documents reside?	State of New Hampshire uses a full complement of Microsoft 365.
Question 48	State Response
How do you handle company communication? Do you use slack, teams, or are all important employee communication happens through emails?	State of New Hampshire uses a full complement of Microsoft 365.
Question 49	State Response
How do employees know what tools they will be using for their roles?	State of New Hampshire uses a full complement of Microsoft 365.

Question 50	State Response
Are all employees on site? Or do you work Hybrid?	We have employees that work both on site and or hybrid.
Question 51	State Response
What is your current on-boarding process for when a new hire joins the business?	Onboarding is handled through the State of New Hampshire's Division of Personnel.
Question 52	State Response
Do you celebrate work anniversaries, birthdays etc. or how do you announce those?	The State of New Hampshire has a comprehensive workforce management system that identifies anniversaries, birthdays, etc.
Question 53	State Response
What are some employee engagement activities that you currently do?	The State of New Hampshire has a comprehensive workforce management system that identifies anniversaries, birthdays, etc. We also participate in State-wide employee appreciation initiatives.
Question 54	State Response
How frequently do you run surveys/ polls?	We send out surveys to gauge relevancy of new and existing trainings and or projects.