

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY (“NHES”)**

**REQUEST FOR PROPOSAL
RFP# NHES 2022-04 ISSUED OCTOBER 20, 2022
COMMUNICATION PLATFORM FOR MULTI-FACTOR AUTHENTICATION
SERVICES**

ADDENDUM #3

RESPONSES TO RFP# NHES 2022-04, SECTION 4B, PROPOSAL INQUIRIES. This Addendum #3 to RFP NHES 2022-04 includes timely responses to proposer inquiries received by the required date of November 3, 2022, as follows:

1. To provide accurate pricing, please provide the number (or estimated number) of one-time password (OTP) transactions needed per month or per year.

NHES Response: Estimated monthly one-time password transactions range from 20,000 per month to 650,000 per month.

2. For pricing in Attachment A, we can provide either (1) a firm monthly fixed price for a volume level that suits your needs, or (2) a cost-per-transaction fee. Which option does NHES prefer?

NHES Response: NHES prefers a cost-per-transaction fee but will consider any price proposal that complies with the terms of the RFP and Attachment A and provides better value.

3. RFP section 8, subsection C, requires Proposers to submit during this inquiry any requested changes to Appendix A Standard Terms and Conditions. We respectfully request NHES amend this section to allow proposers to include requested changes in the proposal for consideration during a separate negotiations period. This would facilitate understanding among all parties by allowing discussions.

NHES Response: No, NHES will not amend this section of the RFP. Changes to the standard terms and conditions need to have been submitted as instructed.

If NHES cannot allow this approach, please consider our requested changes to Appendix A below. For each change NHES cannot accept at this time, please indicate if it can be reserved for negotiations.

- **Section 4**

- Please change the second sentence to read:
 - “If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, The State may terminate this contract after the end of the current fiscal period without penalty or further obligation except for payment of amounts due up to the effective date of termination.”

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SERVICES**

ADDENDUM #3

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- Please remove “if ever” in the 3rd sentence.

NHES Response: No, NHES is not agreeable to the requested changes to Section 4.

- **Section 8 – Please substitute the following language in its entirety for Section 8**
 - 8.1 Any one or more of the following intentional acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):
 - Section 8.1.1 failure to perform the Services as defined within the Agreement on schedule;
 - Section 8.1.2 failure to submit any report required hereunder; and/or
 - Section 8.1.3 failure to perform any other material covenant, term or condition of this Agreement.
 - Section 8.2 Upon the occurrence of any Event of Default, the State may take any one or all, of the following actions:
 - Section 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective ten (10) days after giving the Contractor prior written notice of termination;
 - Section 8.2.2 give the Contractor a prior written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - Section 8.2.4 give the Contractor a prior written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
 - Section 8.3 No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- **Add new Section 8.4** “Notwithstanding the foregoing or any other provision in this Agreement, the State shall pay Contractor for all work that has been performed prior to terminating or suspending the Contract under this provision.”

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ADDENDUM #3

NHES Response: No, NHES is not agreeable to the requested changes to Section 8.

- **Add new Section 10.4** – Notwithstanding the foregoing, “data” shall not include data from Contractor’s commercial database.

NHES Response: No, NHES is not agreeable to the requested changes to Section 10.4.

- **Add new section 10.5** – Contractor will return all copies of Customer Data provided upon termination of this contract and shall remove all such Customer Data, including back up and archival copies, maintained by Contractor except Customer Data that Contractor is required to retain to meet its legal and regulatory requirements. Where such retention is required, Contractor shall delete all Customer Data promptly upon such requirements permitting deletion. Contractor will continue to maintain the confidentiality of any Customer Data during the period of retention. No Confidential Information will be used by Contractor for any future purposes that are not specifically authorized by the Customer.

NHES Response: No, NHES is not agreeable to the requested changes to Section 10.5.

- **Section 12.1** – Please insert the following after the first sentence: “Notwithstanding the foregoing, Contractor may freely transfer or assign this Contract upon written notice to the State, but without consent to: (i) any affiliate of Contractor, including without limitation, any parent, division or subsidiary of RELX Inc; or (ii) any successor in interest to Contractor. The assignor/transferor shall remain liable for correct performance of this Agreement by the assignee/transferee.”

NHES Response: No, NHES is not agreeable to the requested changes to Section 12.1.

- **Section 12.2** – Please add at the end, “The definition of Subcontractor shall specifically exclude Contractor’s third parties and affiliates that Contractor uses for the benefit of all customers who access the online services.”

NHES Response: No, NHES is not agreeable to the requested changes to Section 12.2.

- **Section 13** – Please insert in the first sentence after “subcontractors,”: “as a result of the gross negligence or willful misconduct of the Contractor, or subcontractors.”

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SERVICES**

ADDENDUM #3

NHES Response: No, NHES is not agreeable to the requested changes to Section 13.

- **Section 14.3** – Insert on the fourth line from the beginning of the clause after the word “furnish” the words “upon written notice”.

NHES Response: No, NHES is not agreeable to the requested changes to Section 14.3.

- **Section 17** – Begin the sentence, “Except as otherwise provided in this Agreement,”...

NHES Response: No, NHES is not agreeable to the requested changes to Section 17.

- **Section 20** – Begin the sentence: “Except as otherwise provided in this Agreement,”...

NHES Response: No, NHES is not agreeable to the requested changes to Section 20.

- **Section 24** – After the words “This Agreement,” please add “inclusive of Contractor’s terms and conditions included herein and made part thereof,”.

NHES Response: No, NHES is not agreeable to the requested changes to Section 24.

4. Can you confirm we **Cannot** send final response via email, only via mail or in-person?

NHES Response: As provided in Section 4.A, proposals may be submitted by U.S. Mail, Delivery Service, or In Person.

5. As messaging moves forward towards OTT and different channels like WhatsApp. Are additional channels and rich messaging for verification on your roadmap as well?

NHES Response: Please refer to the terms and conditions of the published RFP, specifically Section 3 Proposed Scope of Work.

6. What triggered this RFP? Is there a contract renewal coming up, or are there capabilities or reliability you are not receiving today with current vendors? Alternatively, how will a new vendor impact your goals?

NHES Response: This is part of an effort by NHES to continue to enhance security safeguards and controls in the unemployment compensation system

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SERVICES**

ADDENDUM #3

7. What is the user count or unique login estimate (per month) of unemployed users?

NHES Response: Estimated monthly one-time password transactions range from 20,000 per month to 650,000 per month.

8. Are all applications REST API accessible?

- a. Are these modern program applications (i.e., SAML, OIDC, etc.)?
- b. Are any of these applications on a mainframe?
- c. Please provide as much detail on the applications in question as possible.

NHES Response: Yes, all applications are capable of subscribing to REST APIs published by a service provider. However, we anticipate that the interface between the CPaaS solution and the applications will be via ForgeRock only. All applications are contemporary. There are not any applications on a mainframe. All applications rely on ForgeRock to meet their authentication needs, including multi-factor authentication. Please refer to the Scope of Work section of the RFP for relevant details.

9. Is NHES’ goal to keep an on-premise data store?

- a. Or is the agency open to considering an alternative directory source such as Cloud that can help optimize the service and simplify directory management? (We ask this question because we have seen many State Department of Labor agencies move their unemployment insurance application access management process to the Cloud – has NHES considered this?)

NHES Response: NHES will consider any and all timely submitted proposals that comply with the terms and conditions of the RFP.

10. Is there an implementation deadline to have this in place?

NHES Response: The project schedule will be negotiated with the selected vendor during the contracting process.

11. Will the responses to vendor inquiries be posted online and/or distributed via email?

NHES Response: Responses to Vendor Inquiries will be posted online as Addendum #4 to the RFP.

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12. For folks looking to drop off the proposal in person, is the address the same as the one listed in the RFP doc (45 South Fruit St in Concord)?

- a. Upon arrival, is there special instructions to make sure that it is delivered (i.e., check in with the front desk and ask for Erik)?

NHES Response: Yes, the address for In Person delivery is 45 South Fruit St, Concord, NH 03301. Proposals should be submitted at the mail room entrance at the East/rear of the building.

13. What is the estimated total number of end users?

NHES Response: As unemployment claim volume can vary greatly depending upon underlying economic conditions, NHES anticipates the annual total for end users to be in a range of 20,000-200,000.

14. What is the current daily or monthly volume of e-mail notifications?

NHES Response: Estimated monthly one-time password transactions range from 20,000 per month to 650,000 per month. The anticipated breakdown between SMS, voice or email is unknown.

15. What is the expected monthly volumes of SMS and voice (text-to-speech) messages?

NHES Response: Estimated monthly one-time password transactions range from 20,000 per month to 650,000 per month. The anticipated breakdown between SMS, voice or email is unknown.

16. One of the requirement is “ The services proposed by the vendor must seamlessly integrate with ForgeRock Access Management 6.5 solution”. We use standard APIs and would expect a seamless integration via standard Java/REST/SOAP APIs . Can we get assurance that ForgeRock be willing to cooperate with the chosen vendor for seamless integration?

NHES Response: Vendors should conduct their own due diligence in order to determine what they are capable of supplying. NHES will consider any and all timely submitted proposals that meet the terms and conditions of the published RFP. All applications are capable of subscribing to REST APIs published by a service provider. However, we anticipate that the interface between the CPaaS solution and the applications will be via ForgeRock only. All applications are contemporary. There are not any applications on a mainframe. All applications rely on

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ForgeRock to meet their authentication needs, including multi-factor authentication. Please refer to the Scope of Work section of the RFP for relevant details.

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Please include a signed copy of this signature page with your proposal.

Vendor _____ Address _____

By: _____
(This document must be signed) (Title)

(Please print or type name) Tel. No. _____

**CONTACT: Erik Bal, Counsel
New Hampshire Employment Security
(603) 228-4084**