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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/doi

Denis Goulet
 Commissioner

January 16, 2018

His Excellency, Governor Christopher T. Sununu
 and the Honorable Executive Council
 State House
 Concord, NH 03301

Requested Action

Authorize the Department of Information Technology (DoIT) to enter into a contract with NAM Technologies, Inc. (VC # 273038) of Alpharetta, GA, in the amount not to exceed \$590,550.00 for the purpose of providing technical consulting services for project management and business systems analysis for multiple capital projects, effective upon Governor and Council approval through March 1, 2019, with the option to extend up to four (4) years upon consent of both parties and Governor and Executive Council approval.

100% Capital Funds: Funds are available in SFY 2018 and SFY 2019 as follows with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVIT#- ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME	FY 18	FY 19	Total Amount
CLASS- OBJECT - DESC			
01-03-03-030030-52780000 – DoIT Enterprise Collaboration Solution 034-500099 Capital Project	\$116,395.50	\$116,395.50	\$232,791.00
01-03-03-030030-17040000 – DoIT Enterprise Workflow 034-500099 Capital Project	\$83,629.50	837,629.50	\$167,259.00
01-03-03-030030-88820000 – DoIT Business One Stop 034-500099 Capital Project	\$95,250.00	\$95,250.00	\$190,500.00
Total			\$590,550.00

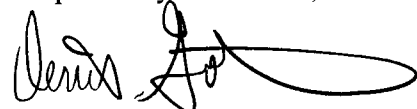
Explanation

The contract with NAM Technologies, Inc. will assist with efforts that will drive acceptance of global project management standards by gauging agency maturity levels in project management, define a framework and methods to standardize project intake and prioritization processes and ultimately research, recommend and implement tools that will support the defined approach. These efforts will also promote the evaluation of broad based workflow and document management needs to select a configurable tool that can be used to accommodate a wide variety of process designs including an initial pilot for the statewide contracting process for the State. In addition, NAM Technologies, Inc. will assist in facilitating a digital transformation effort to apply digital and web capabilities to business processes and document handling that will improve and enhance value to NH citizens and agency customers. These are a subset of existing capital projects where additional staffing support will assist these efforts to progress.

This contract is the result of a competitive solicitation under RFP 2018-090 DoIT Capital Project - Staff Support issued on October 25th, 2017. Three proposals were received. The scoring committee consisted of two (2) state employees from DoIT, each with expertise in the RFP/Proposal review process and expertise in the required areas. The scoring team determined NAM Technologies, Inc. met the minimum qualifications of the RFP and received the highest overall score. DoIT recommends NAM Technologies, Inc. be awarded this contract.

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

Respectfully submitted,



Denis Goulet

DG/kaf
DoIT #2018-090
RID: 32107

cc: Steven Kelleher

PROPOSAL EVALUATION SUMMARY
 DoIT RFP 2018-090 Capital Project Staff Support

The State used a scoring scale of 100 points, applied to the Solution as a whole. Points were distributed among three (3) factors:

- 50 points - Proposed Candidate's qualifications and experience with type of services requested;
- 20 points - Vendor Company Viability; and
- 30 points - Pricing/Rates
- 100 points - Total Possible Score.

Vendor	Proposed Candidate's qualifications and experience with type of services requested 50 points	Vendor Company Viability 20 points	Pricing/Rates 30 points	TOTAL POINTS 100 Max Points
NAM Technologies	44.29	19.5	28.38	92.17
RADgov, Inc	40	18.5	30.00	88.50
Relational, Inc	43.93	19.0	22.38	85.31

Individual Scorer - Name	Individual Scorer - Position/Agency
Steven Kelleher	Director of Governance and Strategic Planning NH Department of Information Technology
Dan Kaplan	Asst. Director, Agency Software Division NH Department of Information Technology

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

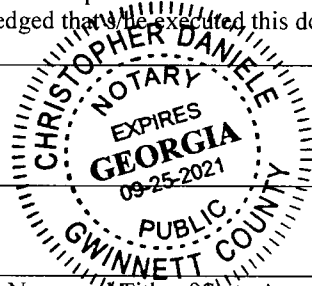
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address Concord, NH 03301	
1.3 Contractor Name NAM Technologies Inc.		1.4 Contractor Address 5755 North Point Parkway, Ste #83, Alpharetta, GA	
1.5 Contractor Phone Number (678) 341-5166	1.6 Account Number 01-03-03-030030-52780000- 01-03-03-030030-17040000- 01-03-03-030030-88820000- 034-500099	1.7 Completion Date March 1, 2019	1.8 Price Limitation \$590,550.00
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner, Department of Information Technology		1.10 State Agency Telephone Number (603) 223-5703	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory SUBRAHMANYA M K SISTLA VENKATA DBA	
1.13 Acknowledgement: State of <u>Georgia</u> , County of <u>Fulton</u> On <u>1/13/18</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 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]			
1.13.2 Name and Title of Notary or Justice of the Peace Christopher Danielle			
1.14 State Agency Signature  Date: <u>1/19/2018</u>		1.15 Name and Title of State Agency Signatory Denis Goulet Commissioner & CIO	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>1/19/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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1/13/2018

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, 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 and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. 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.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials Reddy
Date 1/13/2018



State of New Hampshire

**STATE OF NEW HAMPSHIRE
Department of Information Technology
Capital Budget – Staff Support
DOIT 2018-090
PART 2 – IT PROVISIONS**

State of NH DoIT 2018-090

IT Provisions – Part 2

Date: 11/2/2018

Contractor's Initials (CS)

STATE OF NEW HAMPSHIRE
Department of Information Technology
Capital Budget - Staff Support
DOIT 2018-090
PART 2 – IT Provisions

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Review.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Authorized Persons	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's data to enable the Contractor to perform the services required.
Certification	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness.
Completion Date	End date for the Contract.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
Contract	This Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract. (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Contractor 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. (See Section 4: <i>Contract Management</i>)
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in

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	the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
Contracted Contractor/Contractor	The Contractor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contractor	NAM Technologies Inc.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the Contract Term.
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of the State's unencrypted non-public data.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All written information and instructions accompanying a deliverable.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor'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.
Governor and Executive Council Information Technology (IT)	The New Hampshire Governor and Executive Council. Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Invoking Party	In a dispute, the party believing itself aggrieved.
Licensee	The State of New Hampshire
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.

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Non-Public Information	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Contractor to begin work on the Contract on a given date and time.
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 an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Contractor's 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 Management Plan	A document that describes the processes and methodology to be employed by the Contractor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Contractor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off.
Proposal	The submission from a Contractor in response to the Request for a Proposal or Statement of Work.
Review	The process of reviewing Deliverables for Acceptance.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State requirements by supplying data processing Service resources according to specific terms and conditions.
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in

State of NH DoIT 2018-090

IT Provisions – Part 2

Date: 1/13/2018

Contractor's Initials keh

STATE OF NEW HAMPSHIRE
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	this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.
Software	All custom Software and COTS Software.
Specifications	The written provisions that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Information Technology 27 Hazen Dr Concord, NH 03301 Reference to the term “State” shall include applicable agencies.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Contract Agreement SOW defines the results that the Contractor remains responsible and accountable for achieving.
State’s 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 <u>RSA Chapter 91-A</u> .
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 st through June 30 th of the following calendar year.
State’s Project Manager (PM)	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off.
Subcontractor	A person, partnership, or company not in the

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	employment of, or owned by, the Contractor, which is performing services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Term	Period of the Contract from the Effective Date through termination.
Warranty Period	A period of coverage during which the contracted Contractor is responsible for providing a guarantee for products and services delivered as defined in the contract.
Work Hours	Contractor personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m., 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. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided upon request.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Exhibit A. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, Department of Information Technology (DOIT) and NAM Technologies Inc., a Alpharetta, GA Corporation, (“Contractor”), having its principal place of business at 5755 North Point Parkway, Ste #83, Alpharetta, GA.

The State of New Hampshire (“State”) desires to contract with NAM Technologies Inc. to procure technical consulting services for project management and business systems analysis.

RECITALS

Whereas the State desires to have the Contractor provide technical consulting services for project management and business systems analysis for multiple capital projects. The contractor will assist with efforts that will drive acceptance of global project management standards by gauging agency maturity levels in project management, define a framework and methods to standardize project intake and prioritization processes and ultimately research, recommend and implement tools that will support the defined approach. These efforts will also promote the evaluation of broad based workflow and document management needs to select a configurable tool that can be used to accommodate a wide variety of process designs including an initial pilot for the statewide contracting process for the State. In addition, facilitate a digital transformation effort to apply digital and web capabilities to business processes and document handling that will improve and enhance value to NH citizens and agency customers. These are a subset of existing capital projects where additional staffing support will assist these efforts to progress.

Whereas the Contractor wishes to provide technical consulting services for project management and business systems analysis.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2018-090) is comprised of the following documents:

- a. Part 1 - Form P-37 General Provision
- b. Part 2 - Information Technology Provisions
- c. Part 3 - Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Warranty Services
 - Exhibit F- Agency RFP with Addendums, by reference
 - Exhibit G- Vendor Proposal, by reference
 - Exhibit H- Certificates and Attachments

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1.2 ORDER OF PRECEDENCE

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

- a. State of New Hampshire, DoIT Contract Agreement 2018-090, including Parts 1, 2, and 3;
- b. State of New Hampshire, Department of Information Technology Capital Budget – Staff Support RFP 2018-090;
- c. Vendor Proposal Response to Capital Budget – Staff Support RFP 2018-090 dated November 13, 2017.

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

The Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: *Completion Date*. The Term may be extended up to four (4) years (“Extended Term”) 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 December 31, 2022, upon approval of Governor and Executive Council.

The Vendor shall be fully prepared to commence work within 30 days of full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, P-37 General Provisions - Block 1.8: *Price Limitation*, method of payment, and terms of payment are identified and more particularly described in Part 1, P-37 - Section 5: *Contract Price and/Price Limitation/Payment*, and Part 3 - Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

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4. CONTRACT MANAGEMENT

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

4.1 THE VENDOR CONTRACT MANAGER

The Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contractor's Contract Manager is:

Subrahmanya M K Sistla (Kas Sistla), DBA
Nam Technologies, Inc.,
5755 Northpoint Pkwy, #Suite 83
Alpharetta, GA - 30022
Kas@nam-tech.com | Phone: (678) 341-5166 | Cell: (470) 272-5998

4.2 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:

Dan Kaplan, Asst. Director, Agency Software Division
Department of Information Technology
64 South Street
Concord, NH 03301
Tel: 603-230-3460
Email: Daniel.Kaplan@doit.nh.gov

4.3 REFERENCE AND BACKGROUND CHECKS

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

The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with Part 2, IT Provisions - Section 7: *Use of State's Information, and Confidentiality*.

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5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Part 3 - Exhibit A: *Contract Deliverables*.

6. SERVICES

The Contractor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

6.1 ADMINISTRATIVE SERVICES

The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Part 3 - Exhibit D: *Administrative Services*.

6.2 WARRANTY SERVICES

The Contractor shall provide the State with Warranty Services set forth in the Contract, and particularly described in Part 3 - Exhibit E: *Warranty & Warranty Services*.

7. USE OF STATE'S INFORMATION, CONFIDENTIALITY

7.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, the Contractor 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*). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

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7.2 STATE CONFIDENTIAL INFORMATION

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof;
- b. was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party;
- c. is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or
- d. is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State 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, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

7.3 SURVIVAL

This Contract Agreement – Part 2 IT Provisions - Section 7, *Use of State’s Information, and Confidentiality*, shall survive termination or Conclusion of the Contract.

8. LIMITATION OF LIABILITY

8.1 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 the Contractor shall not exceed the total Contract price set forth in Contract Agreement – Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*..

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8.2 CONTRACTOR

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Part 1 – P-37, General Provisions - Block 1.8: *Price Limitation*.

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement - Part 1, P-37 General Provisions - Section 13: *Indemnification*, and Confidentiality obligations in Part 2, IT Requirements - Section 7: *Use of State's Information, and Confidentiality*, which shall be unlimited.

8.3 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.

8.4 SURVIVAL

This Contract Agreement – Part 2, IT Provisions - Section 8: *Limitation of Liability*, shall survive termination or Contract conclusion.

9. TERMINATION

9.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract.

9.1.1 Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract 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

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determines that the Contractor has cured the Event of Default shall never be paid to the Contractor.

- c. Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default.
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and 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 limitations of liability set forth in the Contract.

9.1.2 The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

9.2 TERMINATION FOR CONVENIENCE

9.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables 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 Part 3 - Exhibit B, *Price and Payment Schedule*, of the Contract.

9.2.2 During the thirty (30) day period, the Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

9.3 TERMINATION FOR CONFLICT OF INTEREST

9.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other

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contracted payments that would have become due and payable if the Contractor did not know, or reasonably did not know, of the conflict of interest.

- 9.3.2** In the event the Contract is terminated as provided above pursuant to a violation by the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

9.4 TERMINATION PROCEDURE

- 9.4.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

- 9.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:

- a.** The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA;
- b.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- c.** 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 Section;
- d.** Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
- e.** During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.

- 9.4.3** In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:

- a.** 10 days after the effective date of termination, if the termination is in accordance with the contract period.
- b.** 30 days after the effective date of termination, if the termination is for convenience.
- c.** 60 days after the effective date of termination, if the termination is for cause.

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9.4.3.1 After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.

- a. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- b. The Contractor shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- c. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State; and
- d. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

9.5 SURVIVAL

This Contract Agreement – Part 2 IT Provisions - Section 9: *Termination*, shall survive the termination or Conclusion of the Contract.

10. CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Contractor, its successors or assigns.

11. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

11.1 The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. 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.

11.2 The Contractor 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

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absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

11.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Part 2, IT Provisions - Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

12. 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

LEVEL	NAM TECHNOLOGIES INC.	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Kas Sistla, DBA	Dan Kaplan ASD Asst. Director	5 Business Days
First	Babu Namburi, President	Michael O’Neil, ASD Director	10 Business Days
Second	Babu Namburi, President	Denis Goulet, Commissioner	15 Business Days

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

13. IT STANDARDS AND PROCEDURES

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

13.1 COMPUTER USE

In consideration for receiving access to and use of the computer facilities, network, licensed or developed Software, Software maintained or operated by any of the State entities, Systems, equipment, Documentation, information, reports, or Data of any kind (hereinafter "Information"), The Contractor understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or Agreements relating to System entry/access.
- d. That all Software Licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor must use utmost care to protect and keep such Software strictly Confidential in accordance with the license or any other Agreement executed by the State. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any State equipment.
- e. That if the Contractor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

13.2 EMAIL USE

Mail and other electronic communication messaging Systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email Systems" or "State-funded Email Systems". The Contractor understand and agree that use of email shall follow State standard policy (available upon request).

13.3 INTERNET/INTRANET USE

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The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

13.4 REGULATORY GOVERNMENT APPROVALS

The Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

14. GENERAL CONTRACT REQUIREMENTS

14.1 INSURANCE CERTIFICATE

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department of Information Technology, Denis Goulet, Commissioner responsible for the funding of the Contracts and his/her address.

14.2 EXHIBITS

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

14.3 VENUE AND JURISDICTION

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

14.4 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 Part 1, P-37 General Provisions – Section 7: *Personnel*; Part 1, P-37 General Provisions – Section 13: *Indemnification*; Part 2, IT Requirements - Section 7: *Use of State's Information, Confidentiality*; Part 2, IT Requirements – Section 8: *Limitation of Liability*; Part 2, IT Requirements – Section 9: *Termination* which shall all survive the termination of the Contract.

14.5 FORCE MAJEURE

Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, 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 the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

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14.6 NOTICES

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

TO NAM TECHNOLOGIES INC.	TO STATE:
NAM TECHNOLOGIES INC	STATE OF NEW HAMPSHIRE
	NH DEPARTMENT OF INFORMATION TECHNOLOGY – ASST. ASD IT MANAGER
5755 NORTH POINT PARKWAY, STE #83	64 SOUTH STREET
ALPHARETTA, GA 30022	CONCORD, NEW HAMPSHIRE 03301
TEL: (678) 341-5166	TEL: (603) 271-6320

15. DATA PROTECTION

15.1 DATA PROTECTION

Protection of personal privacy and Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All Data obtained by the Contractor in the performance of this Contract shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for Encryption of the Personal Data.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The State shall identify Data it deems as Non-Public Data to the Contractor. The level of protection and Encryption for all Non-Public Data shall be identified and made a part of this Contract.
- e. At no time shall any Data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

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- f. The Contractor shall not use any information collected in connection with the Service issued from this Proposal for any purpose other than fulfilling the Service.

15.2 DATA LOCATION

The Contractor shall provide its Services to the State and its end users solely from Data centers in the U.S. Storage of State Data at rest shall be located solely in Data centers in the U.S. the Contractor shall not allow its personnel or Contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. Data centers. The Contractor shall permit its personnel and Contractors to access State Data remotely only as required to provide technical support.

15.3 SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall inform the State of any Security Incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

15.3.1 Incident Response: the Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.

15.3.2 Security Incident Reporting Requirements: the Contractor shall report a Security Incident to the New Hampshire Cyber Integration Center (NH-CIC) immediately.

New Hampshire Cyber Integration Center (NH-CIC)
email: NH-CIC@doit.nh.gov
phone: 603-227-0087

15.3.3 Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any State content that is subject to applicable Data Breach notification law, the Contractor shall:

- a. Promptly notify the NH-CIC within 24 hours or sooner, unless shorter time is required by applicable law; and
- b. Take commercially reasonable measures to address the Data Breach in a timely manner.

15.4 BREACH RESPONSIBILITIES

This section only applies when a Data Breach occurs with respect to personal Data within the possession or control of the Contractor.

15.4.1 The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State Identified Contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a Security Incident.

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15.4.2 The Contractor, unless stipulated otherwise, shall promptly notify the appropriate NH-CIC within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. the Contractor shall:

- a. Cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach,
- b. Promptly implement necessary remedial measures, if necessary, and
- c. Document responsive actions taken related to the Data Breach, including any post-incident Review of events and actions taken to make changes in business practices in providing the Service, if necessary.

15.4.3 Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's Breach of its Contract obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with:

- a. The investigation and resolution of the Data Breach;
- b. Notifications to individuals, regulators or others required by State law;
- c. A credit monitoring Service required by State (or federal) law;
- d. A website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute¹⁷ at the time of the Data Breach; and complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a.) through (d.)] subject to this Contract's limitation of liability.

15.5 NOTIFICATION OF LEGAL REQUESTS

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to the Data of the State. The Contractor shall not respond to subpoenas, Service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

15.6 CONTRACT AUDIT

The Contractor shall allow the State to audit conformance to the Contract terms. The State may perform this audit or Contract with a third party at its discretion and at the State's expense.

15.7 SECURITY

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

15.8 NON-DISCLOSURE AND SEPARATION OF DUTIES

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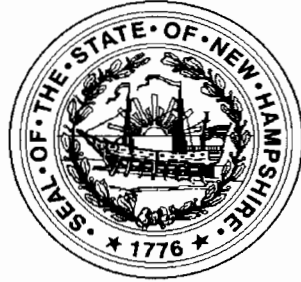
The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure Agreements, and limit staff knowledge of State Data to that which is absolutely necessary to perform job duties.

15.9 IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export Data to/from other Service providers.

15.10 RIGHT TO REMOVE INDIVIDUALS

The State shall have the right at any time to require that the Contractor remove from interaction with State any of the Contractor's representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, The Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Contract or future work orders without the State's consent.



State of New Hampshire

**STATE OF NEW HAMPSHIRE
Department of Information Technology
Capital Budget – Staff Support
DOIT 2018-090
PART 3 – EXHIBITS**

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PART 3 – EXHIBITS

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PART 3 – EXHIBIT A
CONTRACT DELIVERABLES

EXHIBIT A: CONTRACT DELIVERABLES

1. INTRODUCTION

The general scope of the project is to provide technical consulting services for project management and business systems analysis.

Whereas the State desires to have the Contractor provide technical consulting services for project management and business systems analysis for multiple capital projects. The contractor will assist with efforts that will drive acceptance of global project management standards by gauging agency maturity levels in project management, define a framework and methods to standardize project intake and prioritization processes and ultimately research, recommend and implement tools that will support the defined approach. These efforts will also promote the evaluation of broad based workflow and document management needs to select a configurable tool that can be used to accommodate a wide variety of process designs including an initial pilot for the statewide contracting process for the State. In addition, facilitate a digital transformation effort to apply digital and web capabilities to business processes and document handling that will improve and enhance value to NH citizens and agency customers. These are a subset of existing capital projects where additional staffing support will assist these efforts to progress.

2. DELIVERABLE REQUIREMENTS

Deliverable requirements that NAM Technologies Inc. will fulfill with this Contract include the following:

Deliverable Requirements Table 2.1

REQ#	PROJECT MANAGER REQUIREMENT
Project Manager Required Skills	
1	Gains understanding of Agency business strategies and oversees short and long-term technology strategies for IT infrastructure, operations and Agency IT Plan (AITP), and works with project team to define objectives, research IT requirements (including capacity and equipment), provide cost benefit analysis and directs projects towards the best technology solution.
2	Provides input into the design and implementation of project management/infrastructure processes where modifications are beneficial to support project outcomes. These may include items such as deliverable templates, invoice processing, time approval, or sub-team reporting where such infrastructure is not existent or not meeting the needs of the project.
3	Demonstrates technical and judgmental skills required to perform project management.

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4	Provides direction and support for assigned projects to ensure timely and efficient completion of tasks.
5	Assumes responsibility for projects and assigned staff and consultants, including delegation and scheduling of work across agencies and provides timely project progress reviews and feedback to senior leadership in DoIT, Project participants and sponsors.
6	Maintains continuous and effective oversight of analysis and coordination efforts, including business analysts to support project mission and objectives.
7	Leads analysis as well as project management tasks and activities as needed to move project efforts toward completion.
8	Maintains project plan monitoring, control and updates as authorized and approved by DoIT management.
9	Participates in intra-and inter-agency discussions, requiring logical and technological expertise, particularly to share and document information and coordinate with project stakeholders from DoIT and other agencies.
10	Continually seeks to improve practices to add quality and value in support of the intended assigned project missions and goals.
Project Manager Required Experience	
11	Bachelor's degree from a recognized college or university. Each additional year of specialized formal education may be substituted for one year of required work experience.
12	Eight years of experience in information technology or data management, three years of which shall have been in a supervisory or management capacity. Each additional year of approved work experience may be substituted for one year of required formal education.
13	Demonstrated proficiency in project management required, with a preference for certification in a licensed project management training program.
14	Strong ability to establish and maintain effective working relationships with associates, subordinates, public officials and other professionals, very strong verbal, written and presentation skills and an ability to express ideas clearly and concisely both orally and in writing.

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Business Analyst Required Skills	
1	Develop business systems design recommendations for identified internal control and work flow improvements; research, develop and recommend automated solutions to user identified needs; and interface with staff throughout the department and outside agencies to implement recommendations.
2	Participate with management, analyst, and relevant program areas in the execution of work programs, and reviews the requirements, scope, and analysis/design work papers to the extent necessary to ensure work is documented and completed in accordance with objectives.
3	Provide consistent and timely communications on the progression of project tasks and objectives to relevant managers and analysts.
4	Develop recommendations/conclusions resulting from analysis, design and testing projects and evaluates senior management and analysts' conclusions in order to bring work to closure.
5	Organize, prepare and/or edit recommendations resulting from the work done on analysis/design/implementation projects.
6	Analyzes and evaluates current management methods, procedures and business systems in accordance with the established objectives and scope.
7	Coordinates large cross-agency and multi-agency staff teams and works with all appropriate user groups, state agencies, internal and external partners and stakeholders and monitors progress during the definition, development testing, documentation quality assurance, and implementation of major and strategic projects.
Business Analyst Required Experience	
8	Education: Bachelor's degree from a recognized college or university, preferably with a major in management information systems, computer information systems, or computer science. Each additional year of specialized formal education may be substituted for one year of required work experience.
9	Seven years' experience in system analysis with broad-based knowledge of business environments, preferably in a field or occupation related to software development, software support, or software maintenance, three years of which shall have included the direct involvement in application or product lifecycle management. Each additional year of approved work experience may be substituted

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PART 3 – EXHIBIT A
CONTRACT DELIVERABLES

	for one year of required formal education.
Planned Project Activities	
10	Define and maintain list of internal team members, and determine agency point of contacts.
11	Participate in DoIT and agency project management and workflow/document management advisory committee sessions.
12	Assess and document a 1-2 page summary on a selection of 5-7 (large to mid-size) agencies regarding information on PMO, templates, flows, processes, policies.
13	Define high level work plan based on initial phased planning and brainstorming with IT and business staff: <ul style="list-style-type: none"> a. Project collaboration/intake/prioritization. b. Workflow and document management. c. Digital Transformation
14	Define high level strategy on how the budget distribution will be managed over the next biennium. Including future capital and operational budget planning.
15	Gauge and document areas where DoIT can improve relationship management within each agency? Develop risk analysis approach for each agency.
16	Define actions to improve project governance within each agency.
17	Initiate and assist with management of a project improvement workgroup (governance, templates, processes, etc.) – meeting cadence and ongoing management including meeting agendas and meeting minute documentation.
18	Research tools based on defined needs.
19	Formalize, manage and maintain centralized documentation of governance and global project standards.
20	Setup centralized web repository with recommended project standards (project intake, use of project concept documents (PCDs), use of charters, and metrics on agencies using standard recommendations.
21	Refine consistent communications on recommendations to improve governance, project management, workflow, document management

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PART 3 – EXHIBIT A
CONTRACT DELIVERABLES

	and other standards that will elevate each agency as well as the state project management and other applicable communities.
22	Plan and assist with documentation for future budgeting and staffing needs based on constant trends regarding standards and possible tools that may be targeted and supported.
23	Assist with the development of RFI's to get information on products and/or work with third party research entities.
24	Support the selection process for needed tools or assist/lead the development of RFP/Contracts as required to procure tools.
25	Support and assist with the management of the Implementation efforts on base tools/products.
26	Other – General Project Manager and Business Analyst responsibilities as assigned.

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STATE OF NEW HAMPSHIRE
Department of Information Technology
Capital Budget – Staff Support
DOIT 2018-090
PART 3 – EXHIBIT B
PRICE AND PAYMENT SCHEDULE

EXHIBIT B: PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 NOT TO EXCEED

This is a Not to Exceed (NTE) with a maximum Contract value indicated in the Contract Part 1, P-37 General Provisions - Block 1.8: *Price Limitation* for the period between the Effective Date through the date indicated in Part 1, P-37 General Provisions - Block 1.7: *Completion Date*. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

Table 1.1: Payment Schedule:

Position Title	Quantity	Year 1 Hourly Rate per Position	Total Resource Rate
Project Manager	2	\$95.25	\$190.50
Business Systems Analyst	2	\$69.85	\$139.70
		Total Cost	\$330.20

1.2 FUTURE CONTRACTOR RATES

The State and Contractor agree to the following rates in the event the contract is extended as described in Part 2 - Section 2: *Contract Term*.

Table 1.2: Future Contractor Rates Worksheet

Position Title	Year 2 Hourly Rate	Year 3 Hourly Rate	Year 4 Hourly Rate	Year 5 Hourly Rate
Project Manager	\$95.25	\$102.87	\$102.87	\$106.98
Business Systems Analyst	\$69.85	\$75.43	\$75.43	\$78.44

2. 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 the amount indicated in the P-37 General Provisions Block 1.8 ("Price Limitation"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the

STATE OF NEW HAMPSHIRE
Department of Information Technology
Capital Budget – Staff Support
DOIT 2018-090
PART 3 – EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Contractor for all fees and expenses, of whatever nature, incurred by the Contractor 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. The Contractor must assume all reasonable travel and related expenses. All labor rates will be “fully loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

3. INVOICING

The Vendor shall submit monthly invoices based upon the actual hours worked in a month by the IT Consultant personnel, as supplied by the Vendor and permitted by the Contract and the terms listed herein. All invoices shall be subject to the State’s prior written approval, which shall not be unreasonably withheld.

The Vendor shall only submit invoices for Services as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Service and identification of the Service for which payment is sought.

Upon acceptance of a properly documented invoice, the State will pay the invoice within thirty (30) days of invoice issuance. Invoices will not be backdated and shall be promptly dispatched.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify the Vendor of the alleged error prior to the due date of such payment. The State and the Vendor agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to the Vendor. The State shall promptly pay upon resolution of such dispute or within such fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

Invoices shall be sent to:

Department of Information Technology
Accounts Payable – BFA
27 Hazen Drive
Concord, NH 03110

4. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

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PART 3 – EXHIBIT B
PRICE AND PAYMENT SCHEDULE

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. CREDITS

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

7. ACCOUNTING REQUIREMENTS

The Vendor 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.

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PART 3 - EXHIBIT C
SPECIAL PROVISIONS

EXHIBIT C: SPECIAL PROVISIONS

There are no changes to the terms outlined in the P-37 General Provisions

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Department of Information Technology
Capital Budget – Staff Support
DOIT 2018-090
PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES

EXHIBIT D: ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

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

2. SHIPPING AND DELIVERY FEE EXEMPTION

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

3. PROJECT WORKSPACE AND OFFICE EQUIPMENT

The State Agency will provide workspace and required office equipment, including State issued laptop for the Vendor’s staff.

4. WORK HOURS

Vendor personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m., 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.

5. ACCESS/COOPERATION

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

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

6. STATE-OWNED DOCUMENTS AND DATA

The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this contract. Upon expiration or termination of the Contract with the State, the Contractor 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. Documents must be provided in both printed and electronic format.

STATE OF NEW HAMPSHIRE
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PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES

7. INTELLECTUAL PROPERTY

The State shall hold ownership, title, and rights in any work product developed in connection with the performance of obligations under the Contract.

The Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under the Contract.

8. WORK FOR HIRE

In performing its obligations under the Contract, the State and the Vendor shall agree that any work created or prepared by the Vendor's personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

9. IT REQUIRED WORK PROCEDURES

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

10. RECORDS RETENTION AND ACCESS REQUIREMENTS

The Contractor 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*.

The Contractor 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. The Contractor 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. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

STATE OF NEW HAMPSHIRE
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DOIT 2018-090
PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor'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.

11. ACCOUNTING REQUIREMENTS

The Contractor 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 and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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STATE OF NEW HAMPSHIRE
Department of Information Technology
Capital Budget – Staff Support
DOIT 2018-090
PART 3 - EXHIBIT E
WARRANTY SERVICE

EXHIBIT E: WARRANTY SERVICES

1. PROFESSIONAL SERVICES

The Vendor shall warrant that all services to be provided under the Contract shall be provided expeditiously and in a professional manner in accordance with the specifications of this entire contract.

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STATE OF NEW HAMPSHIRE
Department of Information Technology
Capital Budget – Staff Support
DOIT 2018-090
PART 3 - EXHIBIT F
AGENCY RFP WITH ADDENDUMS, BY REFERENCE

EXHIBIT F: AGENCY RFP WITH ADDENDUMS, BY REFERENCE

The Request for Proposal #2018-090 – Capital Budget – Staff Support is hereby incorporated by reference.

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STATE OF NEW HAMPSHIRE
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Capital Budget – Staff Support
DOIT 2018-090
PART 3 - EXHIBIT G
VENDOR PROPOSAL, BY REFERENCE

EXHIBIT G: VENDOR PROPOSAL, BY REFERENCE

NAM Technologies Inc. Proposal to RFP 2018-090 – Capital Budget – Staff Support dated 11/13/2017 is hereby incorporated by reference as fully set forth herein.

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STATE OF NEW HAMPSHIRE
Department of Information Technology
Capital Budget – Staff Support
DOIT 2018-090
PART 3 - EXHIBIT H
CERTIFICATES AND ATTACHMENTS

EXHIBIT H: CERTIFICATES AND ATTACHMENTS

Attached are:

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

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STATE OF NEW HAMPSHIRE
Department of Information Technology
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DOIT 2018-090
PART 3 – ATTACHMENT 1
CERTIFICATE OF GOOD STANDING

State of New Hampshire

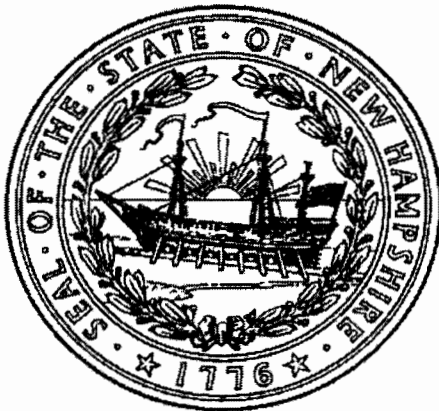
Department of State

CERTIFICATE OF AUTHORITY OF NAM TECHNOLOGIES INC

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **NAM TECHNOLOGIES INC** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **NAM TECHNOLOGIES INC** to transact business in this State under the name of **NAM TECHNOLOGIES INC**, and attaches hereto a copy of the Application for such Certificate.

Business ID: 784294



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of December 2017 A.D.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

NAM TECHNOLOGIES INC.

a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	: 14712899
Date Inc/Auth/Filed	: 03/12/2003
Jurisdiction	: Georgia
Print Date	: 06/16/2017
Form Number	: 211



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp
Secretary of State

STATE OF NEW HAMPSHIRE
Department of Information Technology
Capital Budget – Staff Support
DOIT 2018-090
PART 3 – ATTACHMENT 2
CERTIFICATE OF VOTE AUTHORITY



CERTIFICATE OF VOTE
(Corporation with Seal)

I. VARADA BABU, NAMBURI, do hereby represent and certify that:

- (1) I am President of NAM TECHNOLOGIES, INC., a State of GEORGIA Corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on 09/15/17, which meeting was duly held in accordance with GEORGIA law and the bylaws of the Corporation.
- (5) The signature of MR. SUBRAHMANYA M K SISTLA VENKATA, of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as PRESIDENT of the Corporation and have affixed its corporate seal this 13 JANUARY 2018.

N. Varada Babu
Varada Babu Namburi - President
Dt: 01/13/2018

(SEAL)

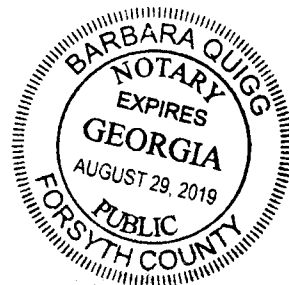
STATE OF Georgia

COUNTY OF Forsyth

On this the 13 day of January 2018, before me, Mr. VARADA BABU NAMBURI personally appeared and acknowledged himself to be the PRESIDENT of NAM TECHNOLOGIES INC a State of GEORGIA corporation and that he as such being authorized to do so, executed the foregoing instrument.

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

Barbara Quigg
Notary Public/Justice of the Peace
My Commission Expires: 08/29/2019



STATE OF NEW HAMPSHIRE
Department of Information Technology
Capital Budget – Staff Support
DOIT 2018-090
PART 3 – ATTACHMENT 3
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2017

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Burnette Insurance Agency, Inc. 3447 Lawrenceville Suwanee Rd. Suwanee GA 30024	CONTACT NAME: Pam Flowers PHONE (A/C, No, Ext): (770) 339-8888 E-MAIL ADDRESS: pam@burnetteins.com FAX (A/C, No): (770) 339-1442													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Insurance Company</td> <td>37478</td> </tr> <tr> <td>INSURER B: Hartford Insurance Group</td> <td>30104</td> </tr> <tr> <td>INSURER C: Scottsdale Ins. Co.</td> <td>41297</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Company	37478	INSURER B: Hartford Insurance Group	30104	INSURER C: Scottsdale Ins. Co.	41297	INSURER D:		INSURER E:		INSURER F:
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INSURED Nam Technologies, Inc. 5755 North Point Pkwy Ste 83 Alpharetta GA 30022	(678) 341-5166													

COVERAGES **CERTIFICATE NUMBER:** Cert ID 3978 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBAD019397	09/03/2017	09/03/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			OBAD019397	09/03/2017	09/03/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OBAD019397	09/03/2017	09/03/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W2AA995517	09/03/2017	09/03/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Client Theft			46BDDHJ8516	09/03/2017	09/03/2018	Per Claim/Aggregate \$ 1,000,000
C	Prof/E&O/Cyberliability			EKS3232021	09/03/2017	09/03/2018	Each Claim/Aggregate \$ 1,000,000

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

CERTIFICATE HOLDER State of NH. Dept. of Information Technology ATTN: Chief Information Office 27 Hazen Drive Concord NH 03301	CANCELLATION 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 <i>Pam Flowers</i>
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