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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF ECONOMIC DEVELOPMENT

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2341 www.nheconomy.com

July 19, 2016

Her Excellency, Governor Margaret Wood Hassan
And The Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Economic Development (DED), to enter into **SOLE SOURCE** contract (#2016-090) with OutreachSystems.com, Inc. (VC #274150), Santa Barbara, CA, in the amount of \$87,950 to provide a Neoserra license, a web-based Client Relationship Management (CRM) software program, to integrate all programs in DED onto one database upon Governor and Executive Council approval through August 31, 2021. **100% General Funds**

Funds are available as follows pending budget approval for Fiscal Years 2018, 2019, 2020 and 2021, with the authority to adjust encumbrances in each of the State's fiscal years through the Budget Office if needed and justified.

| | FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 | Total |
|--|----------|----------|----------|----------|----------|-----------------|
| 03-35-35-350510-36000000 Economic Development Admin. 102-500674 Contracts for Program Svcs | \$20,950 | \$16,750 | \$16,750 | \$16,750 | \$16,750 | \$87,950 |

EXPLANATION

At present, programs within DED use different systems and CRM software to track their work. A 2014 performance audit of DED by the Legislative Budget Assistant Audit Division (LBA) recommended that all teams within DED be integrated onto the same CRM system to facilitate more efficient communication and performance measurement of DED as a whole. Neoserra is a web-based CRM system offered by OutreachSystems.com designed specifically for economic development organizations (EDOs). Neoserra tracks detailed demographic and economic information about an EDO's clients, as well as the assistance provided to these clients. Neoserra is a unique product because it combines a CRM specifically designed for economic development organizations with a bid match service that assists small businesses in identifying federal contract opportunities. The bid match service is used by procurement technical assistance centers (PTACs) all across the country. PTACs are cooperative programs funded partly by states and partly by the Department of Defense – Defense Logistics Agency (DLA). The PTAC for New Hampshire is housed in DED and is required by DLA to offer a bid match service to its clients. Neoserra is the only off-the-shelf CRM product that provides both the bid match service DED is required to offer and a CRM with functionality that meets the needs of the other teams within DED. Therefore, it is the only product that can achieve the LBA's recommendation to integrate all teams in DED onto one CRM system. For these reasons, sole source approval of this contract is respectfully requested.

The Department of Information Technology has reviewed and approved this contract, and the Attorney General's office has reviewed and approved the contract as to form, substance, and execution.

Respectfully Submitted,


Carmen Lorentz
Director

Concurred,


Jeffrey J. Rose
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Drive, Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

July 6, 2016

Jeffery Rose, Commissioner
State of New Hampshire
Department of Resources and Economic Development
172 Pembroke Road
Concord, NH 03302-1856

Dear Commissioner Rose:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with OutreachSystems.com of Santa Barbara, California, as described below and referenced as DoIT No. 2016-090.

This is a request for approval to enter into a five year contract for provision of a web-based client relationship management (CRM) system designed specifically for economic development organizations (EDOs) and a bid match service for federal contract opportunities to the State. The CRM system tracks detailed demographic and economic information about EDOs. Funding for the contract is \$87,950.00 and the contract shall become effective upon Governor and Executive Council approval and extend through August 31, 2021.

A copy of this letter should accompany the Department of Resources and Economic Development's submission to the Governor and Executive Council.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet

DG/mh
DoIT 2016-090

cc: Nicole Warren, DoIT



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF ECONOMIC DEVELOPMENT

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2341 www.nheconomy.com

June 28, 2016

Denis Goulet
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Requested Action and Explanation

The Department of Resources and Economic Development, Division of Economic Development requests approval of Contract #2016-090, which is a five-year contract with OutreachSystems.com of Santa Barbara, California in the amount not to exceed \$87,950.00. OutreachSystems.com will provide a web-based client relationship management (CRM) system designed specifically for economic development organizations (EDOs). The Contract is funded by general funds in the Division of Economic Development's budget.

Prior Related Actions

For many years, staff within the Division of Economic Development (DED) have used different systems and software packages for CRM. A 2014 performance audit of DED by the Legislative Budget Assistant Audit Division (LBA) recommended that all teams within DED be integrated onto the same CRM system to facilitate more efficient communication and performance measurement of DED as a whole. The government contracting unit within the Division has used Neoserra as its CRM for several years. The goal of this contract is to move all teams in the Division onto Neoserra so that we can comply with the LBA's recommendation to use a single CRM.

Alternatives and Benefits

Neoserra is an off-the-shelf product sold by OutreachSystems.com that combines a CRM specifically designed for economic development organizations with a bid match service that assists small businesses in identifying federal contract opportunities. The bid match service is used by procurement technical assistance centers (PTACs) all across the country. PTACs are cooperative programs funded partly by states and partly by the Department of Defense – Defense Logistics Agency (DLA). The PTAC for New Hampshire is housed in DED (DED's government contracting unit) and is required by DLA to offer a bid match service to its clients.

Neoserra is the only product that provides both the bid match service DED is required to offer and a CRM with functionality that meets the needs of the other four teams within DED. It is the only product that can achieve the LBA's recommendation to integrate all teams in DED onto one CRM system.

Open Standards

The vendor's solution complies with Open Data Formats.

Impact on Other State Agencies and Municipalities

The goal of this contract is to comply with the 2014 LBA audit recommendation to integrate all teams within the Division of Economic Development into a single CRM system.

Supporting Documentation

A copy of the 2014 LBA performance audit of the Division of Economic Development is attached.

Summary of Requested Action

| |
|--|
| Date of most recently approved AITP: <u>October 18, 2005</u> |
| AITP Initiative / Project Name: <u>N/A</u> |
| AITP Initiative / Project Number: <u>N/A</u> |
| A&E System Request ID: <u>N/A</u> |

Requisition Information:

| |
|---------------------|
| Vendor Name |
| OutreachSystems.com |
| |

Funding Sources and Amounts:

| | * Object Code(s) | FY2017 | FY2018 | FY2019 | FY2020 | FY2021 | Total |
|--|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| STATE | 36000000-500674 | \$20,950 | \$16,750 | \$16,750 | \$16,750 | \$16,750 | \$87,950 |
| FEDERAL | | 0 | 0 | 0 | 0 | 0 | 0 |
| OTHER (Specify Source, ie: Registration Fees) | | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | | \$20,950 | \$16,750 | \$16,750 | \$16,750 | \$16,750 | \$87,950 |

CONTACT PERSON:

Carmen Lorentz
Director, Division of Economic Development
172 Pembroke Rd
Concord, NH 03301
Tel (603) 271-2341
Carmen.Lorentz@dred.nh.gov

CERTIFICATION

The undersigned hereby certify that the information in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



Carmen R. Lorentz
Director, Division of Economic Development



Nicole Warren
IT Manager



Approved by:
Jeffrey J. Rose
Commissioner

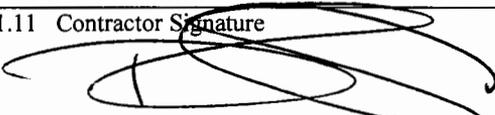
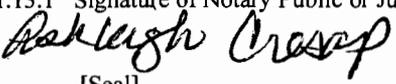
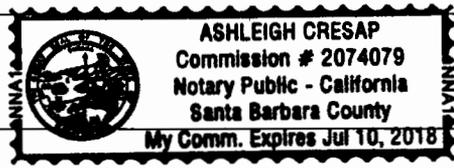
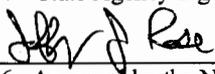
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Resources and Economic Development | | 1.2 State Agency Address 172 Pembroke Rd, Concord NH 03301 | |
| 1.3 Contractor Name OutreachSystems.com | | 1.4 Contractor Address 5385 Hollister Avenue #104, Santa Barbara CA 93111 | |
| 1.5 Contractor Phone Number (805) 967-1280 | 1.6 Account Number 36000000-500674 | 1.7 Completion Date August 31, 2021 | 1.8 Price Limitation \$87,950 |
| 1.9 Contracting Officer for State Agency Carmen Lorentz, Director, Division of Economic Development | | 1.10 State Agency Telephone Number 603-271-2341 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Danielle Koornwinder, VP Operations | |
| 1.13 Acknowledgement: State of <u>California</u> County of <u>Santa Barbara</u> On <u>23 June 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | |  | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Ashleigh Cresap</u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory <u>Jeffrey Rose, Commissioner</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On: | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Jeanine M. Gurgenti</u> On: <u>8/5/2016</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: On: | | | |

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



6/22/16

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 
Date 6/22/16

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS**

TABLE OF CONTENTS

TERMS AND DEFINITIONS 1-2

1. CONTRACT DOCUMENTS 1-10

2. CONTRACT TERM..... 1-11

3. COMPENSATION 1-11

4. CONTRACT MANAGEMENT 4-12

5. DELIVERABLES 15

6. SOFTWARE 16

7. SERVICES 17

8. WORK PLAN DELIVERABLE 17

9. CHANGE ORDERS 18

10. INTELLECTUAL PROPERTY..... 19

11. USE OF STATE’S INFORMATION, CONFIDENTIALITY 20

12. LIMITATION OF LIABILITY 21

13. TERMINATION..... 22

14. CHANGE OF OWNERSHIP 25

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS 25

17. REQUIRED WORK PROCEDURES..... 33

18. SAAS SPECIFIC TERMS AND CONDITIONS 36

OutreachSystems’ initials: 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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 Test or Review. |
| Acceptance Letter | An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review. |
| Acceptance Period | The timeframe during which the Acceptance Test is performed |
| Acceptance Test Plan | The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables. |
| Acceptance Test and Review | Tests performed to determine that no Defects exist in the application Software or the System |
| Access Control | Supports the management of permissions for logging onto a computer or network |
| Agreement | A contract duly executed and legally binding. |
| Appendix | Supplementary material that is collected and appended at the back of a document |
| Audit Trail Capture and Analysis | Supports the identification and monitoring of activities within an application or system |
| Authorized Persons | OutreachSystems's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable OutreachSystems to perform the services required. |
| Certification | The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review. |
| Change Order | Formal documentation prepared for a proposed change in the Specifications. |
| 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 Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents. |
| Contract Agreement | Includes 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 |

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

| | |
|---------------------------------|--|
| 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 Vendor 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 the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37). |
| Contractor | The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. |
| Contracted Vendor/Vendor | The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. |
| Conversion Test | A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System. |
| Cure Period | The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified. |
| Custom Software | Software developed by the Vendor specifically for this project for the State of New Hampshire |
| 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 Vendor during the Contract Term |
| Data Breach | The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data. |
| DBA | Database Administrator |
| Deficiencies/Defects | A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or |

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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| | <p>unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p> |
| Deliverable | A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement. |
| Department of Information Technology (DoIT) | The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008. |
| Documentation | All information that describes the installation, operation, and use of the Software, either in printed or electronic format. |
| Digital Signature | Certification that guarantees the unaltered state of a file; also called “code signing.” |
| 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 |
| Encryption | Supports the transformation of data for security purposes |
| Enhancements | Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders |
| 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 Vendor’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 | The New Hampshire Governor and Executive Council. |
| Identification and Authentication | Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users |
| Implementation | The process for making the System fully operational for processing |

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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| | the Data. |
| Implementation Plan | Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures. |
| Information Technology (IT) | 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. |
| Input Validation | Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc. |
| Intrusion Detection | Supports the detection of illegal entrance into a computer system |
| Invoking Party | In a dispute, the party believing itself aggrieved. |
| Key Project Staff | Personnel identified by the State and by OutreachSystems as essential to work on the Project. |
| 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. |
| 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. |
| Non-Software Deliverables | Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other |
| Normal Business Hours | Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided |
| Notice to Proceed (NTP) | The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time |
| Open Data Formats | A data format based on an underlying Open Standard. |
| Open Source Software | Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11. |
| Open Standards | Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13. |
| Operating System | System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations. |

OutreachSystems’ initials: 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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| Operational | The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter. |
| 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 |
| Personal Data | Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person. |
| 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 Vendor'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 Vendor to ensure a successful Project. |
| Project Managers | The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP) |
| Project Staff | State personnel assigned to work with the Vendor on the Project |
| Proposal | The submission from a Vendor in response to the Request for a Proposal or Statement of Work |
| Regression Test Plan | A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process. |
| Review | The process of reviewing Deliverables for Acceptance |
| Review Period | The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days. |
| RFP (Request for Proposal) | A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions |
| Role/Privilege Management | Supports the granting of abilities to users or groups of users of a computer, application or network |

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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| Schedule | The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract |
| Security Incident | The potentially unauthorized access by non-authorized persons to personal data or non-public data OutreachSystems 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 OutreachSystems. A security incident may or may not turn into a data breach. |
| Service Level Agreement (SLA) | A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract. Means a written agreement between both the State and OutreachSystems that is subject to the terms and conditions in 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 Vendor on the Project as described in the Contract. |
| Software | All custom Software and COTS Software provided by the Vendor under the Contract |
| Software-as-a-Service (SaaS) | The capability provided to the State to use OutreachSystems's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. |
| Software Deliverables | Software and Enhancements |
| Software License | Licenses provided to the State under this Contract |
| Solution | The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP. |
| Specifications | The written provisions that set forth the requirements which |

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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| | include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein. |
| State | STATE is defined as: State of New Hampshire Department of Resources and Economic Development 172 Pembroke Road 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 Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor 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 | For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, OutreachSystems's hardware or exists in any system owned, maintained or otherwise controlled by the State or by OutreachSystems. |
| 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 Identified Contact | The person or persons designated in writing by the State to receive security incident or breach notification. |
| 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, and Review and approval of a Change Proposal (CP). |
| Subcontractor | A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor |
| System | All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the |

OutreachSystems' initials: 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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| | Specifications. |
| Technical Authorization | Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement |
| Test Plan | A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism. |
| Term | Period of the Contract from the Effective Date through termination. |
| UAT | User Acceptance Test |
| Unit Test | Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined. |
| User Acceptance Testing | Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents. |
| User Management | Supports the administration of computer, application and network accounts within an organization |
| Vendor/ Contracted Vendor | The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. |
| Verification | Supports the confirmation of authority to enter a computer system, application or network |
| Walk Through | A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development |
| Work Hours | Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. |
| 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 Appendix C. 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. |
| Written Deliverables | Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format. |



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Resources and Economic Development (“State”), and OutreachSystems.com (“OutreachSystems”), a California Corporation, having its principal place of business at 5385 Hollister Avenue #104, Santa Barbara CA 93111-2391.

OutreachSystems will provide to the State a client relationship management (CRM) system designed specifically for economic development organizations and a bid match service to assist small businesses in identifying federal contract opportunities. The CRM system will be used by the Division of Economic Development of the Department of Resources and Economic Development (DRED) to track their interactions with businesses in New Hampshire for economic and workforce development purposes. The CRM system will be cloud-based and provide a range of intuitive reporting functions. OutreachSystems is responsible for system set-up and migrating data, hosting, training, and ongoing support and maintenance. The bid match service will be used by the New Hampshire Government Contracting Assistance Center within DRED to assist New Hampshire small businesses in identifying federal contract opportunities.

RECITALS

WHEREAS, the State desires to have OutreachSystems provide a CRM system and bid match service, and associated Services for the State;

WHEREAS, OutreachSystems wishes to provide a CRM system and bid match service.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2016-090) 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- Implementation Services
 - Exhibit F- Testing Services

OutreachSystems’ initials: 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

Exhibit G- Maintenance and Support Services
Exhibit H- Requirements
Exhibit I- Work Plan
Exhibit J- Software License and Related Terms
Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- The Vendor Proposal, by reference
Exhibit O- Certificates and Attachments

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, Department of Resources and Economic Development Contract Agreement 2016-090, Parts 1, 2, and 3.

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 August 31, 2021. The Term may be extended up to August 31, 2024, (“Extended Term”) at the sole option of the State, subject to the parties’ prior written agreement on applicable fees for each extended term.

OutreachSystems shall commence work upon issuance of a Notice to Proceed by the State.

Time is of the essence in the performance of OutreachSystems’s obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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. OutreachSystems shall not be responsible for any delay, act, or omission of such other vendors, except that OutreachSystems 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 OutreachSystems.

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Colette Williams
OutreachSystems
(805) 967-1280 ext 231
colw@outreachsystems.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

OutreachSystems shall assign a Project Manager who meets the requirements of the Contract. OutreachSystems's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed OutreachSystems Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of OutreachSystems's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 OutreachSystems Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as OutreachSystems's representative for all administrative and management matters. OutreachSystems's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. OutreachSystems's Project Manager must be available to promptly respond



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. OutreachSystems's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 OutreachSystems shall not change its assignment of OutreachSystems Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of OutreachSystems's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than OutreachSystems Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. OutreachSystems shall assign a replacement OutreachSystems Project Manager within ten (10) business days of the departure of the prior OutreachSystems Project Manager, and OutreachSystems shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim OutreachSystems Project Manager.

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

4.2.5 OutreachSystems Project Manager is:

Colette Williams
OutreachSystems
(805) 967-1280 ext 231
colw@outreachsystems.com

4.3 OutreachSystems KEY PROJECT STAFF

4.3.1 OutreachSystems shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on OutreachSystems Key Project Staff.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

The State reserves the right to require removal or reassignment of OutreachSystems's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2 OutreachSystems shall not change any OutreachSystems Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of OutreachSystems Key Project Staff will not be unreasonably withheld. The replacement OutreachSystems Key Project Staff shall have comparable or greater skills than OutreachSystems Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare OutreachSystems in default and to pursue its remedies at law and in equity, if OutreachSystems fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with OutreachSystems's replacement Project staff.

4.3.3.1 OutreachSystems Key Project Staff shall consist of the following individuals in the roles identified below:

OutreachSystems's Key Project Staff:

Colette Williams
OutreachSystems
(805) 967-1280 ext 231
colw@outreachsystems.com

4.4 STATE CONTRACT MANAGER

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

Carmen Lorentz
Director, Division of Economic Development

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

172 Pembroke Rd
Concord NH 03301
Tel: (603) 271-2341
Email: Carmen.Lorentz@dred.nh.gov

4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

Camen Lorentz
Director, Division of Economic Development
172 Pembroke Rd
Concord, NH 03301
Tel: (603) 271-2341
Email: Carmen.Lorentz@dred.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

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

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and OutreachSystems Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State's Information, Confidentiality.

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

OutreachSystems' initials: 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

OutreachSystems 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.

OutreachSystems may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. OutreachSystems must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider OutreachSystems 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

OutreachSystems 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 Contract Exhibit A: *Contract Deliverables*.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

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

5.4 SOFTWARE REVIEW AND ACCEPTANCE

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

6. SOFTWARE

OutreachSystems shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

OutreachSystems' initials: _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

OutreachSystems shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services.

7.2 IMPLEMENTATION SERVICES

OutreachSystems shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: Implementation Services.

7.3 TESTING SERVICES

OutreachSystems shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: Testing Services.

7.4 TRAINING SERVICES

OutreachSystems shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

7.5 MAINTENANCE AND SUPPORT SERVICES

OutreachSystems shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: System Maintenance and Support.

7.6 WARRANTY SERVICES

OutreachSystems shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty Services.

8. WORK PLAN DELIVERABLE

OutreachSystems shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. OutreachSystems shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve OutreachSystems from liability to the State for damages resulting from OutreachSystems's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, OutreachSystems must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of OutreachSystems or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by OutreachSystems to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from OutreachSystems's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

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

OutreachSystems may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to OutreachSystems's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

OutreachSystems' initials: 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with OutreachSystems.

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all title and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, 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 this agreement.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. 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. OutreachSystems shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3 CONTRACTOR'S MATERIALS

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

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.5 SURVIVAL

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, OutreachSystems 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*). OutreachSystems 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 OutreachSystems's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

OutreachSystems shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to OutreachSystems 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: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) 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; (iii) 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 (iv) 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. OutreachSystems shall immediately notify the State if any request, subpoena or other legal process is served upon OutreachSystems regarding the State Confidential Information, and OutreachSystems shall cooperate with the State in any effort



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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, OutreachSystems 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.

11.3 CONTRACTOR CONFIDENTIAL INFORMATION

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

11.4 SURVIVAL

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12 LIMITATION OF LIABILITY

12.1 STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to OutreachSystems shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

12.2 OutreachSystems

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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

Notwithstanding the foregoing, this limitation of liability shall not apply to OutreachSystems's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 STATE'S IMMUNITY

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

12.4 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13 TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of OutreachSystems 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

13.1.1 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 OutreachSystems written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If OutreachSystems fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving OutreachSystems notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

- b. Give OutreachSystems 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 OutreachSystems during the period from the date of such notice until such time as the State determines that OutreachSystems has cured the Event of Default shall never be paid to OutreachSystems.
- c. Set off against any other obligations the State may owe to the Vendor 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 OutreachSystems 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.

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

13.2 TERMINATION FOR CONVENIENCE

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to OutreachSystems. In the event of a termination for convenience, the State shall pay OutreachSystems 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 Exhibit B, *Price and Payment Schedule*, of the Contract.

13.2.2 During the thirty (30) day period, OutreachSystems 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.

13.3 TERMINATION FOR CONFLICT OF INTEREST



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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

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

13.4 TERMINATION PROCEDURE

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

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, OutreachSystems 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 OutreachSystems and in which the State has an interest;
- e. During any period of service suspension, OutreachSystems shall not take any action to intentionally erase any State data.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

1. In the event of termination of any services or agreement in entirety, OutreachSystems shall not take any action to intentionally erase any State data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause
2. After such period, OutreachSystems 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.
- f. 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; and
- g. OutreachSystems 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;
- h. OutreachSystems 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.
- i. Provide written Certification to the State that OutreachSystems has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

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

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 OutreachSystems 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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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.

15.2 OutreachSystems shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve OutreachSystems of any of its obligations under the Contract nor affect any remedies available to the State against OutreachSystems that may arise from any event of default of the provisions of the contract. The State shall consider OutreachSystems to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit OutreachSystems from assigning the Contract to the successor of all or substantially all of the assets or business of OutreachSystems provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that OutreachSystems should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with OutreachSystems, its successors or assigns for the full remaining term of the Contract; continue under the Contract with OutreachSystems, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to OutreachSystems, its successors or assigns.

16 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:

OutreachSystems' initials: 

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS**

Dispute Resolution Responsibility and Schedule Table

| LEVEL | OutreachSystems | STATE | <u>CUMULATIVE ALLOTTED TIME</u> |
|----------------|---|--|--|
| Primary | Colette Williams Project Manager | Carmen Lorentz State Project Manager (PM) | 5 Business Days |
| First | Colette Williams COO, OutreachSystems | Carmen Lorentz Director, Division of Economic Development | 10 Business Days |
| Second | Frank S. Gott, President | Jeffrey Rose Commissioner | 15 Business Days |

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

OutreachSystems' initials: 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

17 GENERAL TERMS AND CONDITIONS

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

17.1 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"), OutreachSystems 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 OutreachSystems access or attempt to access any information without having the express authority to do so.
- c. That at no time shall OutreachSystems 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 OutreachSystems 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. Only equipment or software owned, licensed, or being evaluated by the State, can be used by OutreachSystems. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if OutreachSystems 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.

17.2 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." OutreachSystems understand and agree that use of email shall follow State standard policy (available upon request).

17.3 INTERNET/INTRANET USE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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).

17.4 REGULATORY GOVERNMENT APPROVALS

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

17.5 INSURANCE CERTIFICATE

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

17.6 EXHIBITS

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

17.7 VENUE AND JURISDICTION

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

17.8 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 the Exhibit E Section 3: Records Retention and Access Requirements; Exhibit E Section 4: Accounting Requirements; General Provisions Section 11: Use of State's Information, Confidentiality; and General Provisions Section 14: Termination which shall all survive the termination of the Contract.

17.9 FORCE MAJEURE

Neither OutreachSystems 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 OutreachSystems's inability to hire or provide personnel needed for OutreachSystems's performance under the Contract.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

17.10 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 OUTREACHSYSTEMS:

COLETTE WILLIAMS
OUTREACHSYSTEMS
5385 HOLLISTER AVE #104
SANTA BARBARA, CA 93111-2391
COLW@OUTREACHSYSTEMS.COM
TEL: (805) 967-1280

TO STATE:

CARMEN LORENTZ
NH DRED / DED
172 PEMBROKE RD
CONCORD, NH 03301
CARMEN.LORENTZ@DRED.NH.GOV
TEL: (603) 271-2341

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

a. OutreachSystems 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 OutreachSystems applies to its own personal data and non-public data of similar kind.

b. All data obtained by OutreachSystems in the performance of this contract shall become and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, OutreachSystems is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.

d. Unless otherwise stipulated, OutreachSystems shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to OutreachSystems. 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 OutreachSystems or any party related to OutreachSystems for subsequent use in any transaction that does not include the State.

OutreachSystems' initials:



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

f. OutreachSystems shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.##

17.12. DATA Location OutreachSystems 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. OutreachSystems 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. OutreachSystems shall permit its personnel and contractors to access State data remotely only as required to provide technical support. OutreachSystems may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

17.13. Security Incident or Data Breach Notification: OutreachSystems shall inform the State of any security incident or data breach.

a. Incident Response: OutreachSystems 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 OutreachSystems communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

b. Security Incident Reporting Requirements: OutreachSystems shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.

c. Breach Reporting Requirements: If OutreachSystems 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, OutreachSystems shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

17.14. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of OutreachSystems.

a. OutreachSystems, 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.

b. OutreachSystems, unless stipulated otherwise, shall promptly notify the appropriate State identified contact 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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

been a data breach. OutreachSystems shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) 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 services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of OutreachSystems's breach of its contract obligation to encrypt personal data or otherwise prevent its release, OutreachSystems shall bear the costs associated with:

- (1) the investigation and resolution of the data breach;
- (2) notifications to individuals, regulators or others required by State law;
- (3) a credit monitoring service required by State (or federal) law;
- (4) 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
- (5) complete all corrective actions as reasonably determined by OutreachSystems based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

17.15. Notification of Legal Requests: OutreachSystems 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. OutreachSystems 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.

17.16. Access to Security Logs and Reports: OutreachSystems shall provide reports to the State in a format as specified in the SLA agreed to by both OutreachSystems and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

17.17. Contract Audit: OutreachSystems 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.

17.18. Data Center Audit: OutreachSystems shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. OutreachSystems may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

17.19. Advance Notice: OutreachSystems shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

17.20. Security: OutreachSystems 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 OutreachSystems. For example: virus checking and port sniffing — the State and OutreachSystems shall understand each other's roles and responsibilities.

17.21. Non-disclosure and Separation of Duties: OutreachSystems 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.

17.22. 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 OutreachSystems. This includes the ability for the State to import or export data to/from other service providers.

17.23. Responsibilities and Uptime Guarantee: OutreachSystems shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of OutreachSystems. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17.24. Right to Remove Individuals: The State shall have the right at any time to require that OutreachSystems remove from interaction with State any OutreachSystems representative who the State believes is detrimental to its working relationship with OutreachSystems. The State shall provide OutreachSystems 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, OutreachSystems shall immediately remove such individual. OutreachSystems shall not assign the person to any aspect of the contract or future work orders without the State's consent.



STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT A
DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Project Overview

At present, staff within the Division of Economic Development (DED) use different systems and software packages for client relationship management (CRM). A 2014 performance audit of DED by the Legislative Budget Assistant Audit Division (LBA) recommended that all teams within DED be integrated onto the same CRM system to facilitate more efficient communication and performance measurement of DED as a whole.

Neoserra is a web-based CRM system offered by OutreachSystems designed specifically for economic development organizations (EDOs). Neoserra tracks detailed demographic and economic information about an EDO's clients, as well as the assistance provided to these clients.

Neoserra comes standard with a number of comprehensive data entry modules which can be tailored to specific aspects of an EDO's program activities, such as training events, counseling sessions, capital infusion, etc. Perhaps the single most important tool Neoserra has to offer is its search feature. An EDO can search the data to organize a group of records based on common criteria. The more criteria strung together, the more specific and narrow the results of a search will be.

Neoserra also has a built-in scorecard module that allows staff of an EDO to see a balanced view of their organizational performance when they log in. Scorecards display as bar charts, with each bar representing the total percentage of the goal achieved.

Neoserra is a unique product because it combines a CRM specifically designed for economic development organizations with a bid match service that assists small businesses in identifying federal contract opportunities. The bid match service is used by procurement technical assistance centers (PTACs) all across the country. PTACs are cooperative programs funded partly by states and partly by the Department of Defense – Defense Logistics Agency (DLA). The PTAC for New Hampshire is housed in DED and is required by DLA to offer a bid match service to its clients.

Neoserra is the only product that provides both the bid match service DED is required to offer and a CRM with functionality that meets the needs of the other four teams within DED. It is the only product that can achieve the LBA's recommendation to integrate all teams in DED onto one CRM system.

General Project Assumptions

1. OutreachSystems will provide project management tools to record and manage issues, risks, and other documents used in the management and tracking of the project. The State of New Hampshire and OutreachSystems Project Managers will review these tools and templates and determine which ones, if any, will be used for the project. Training on these tools and templates will be conducted as needed.

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT A
DELIVERABLES

2. Prior to the commencement of work on any Non-Software and Written Deliverables, OutreachSystems shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. OutreachSystems shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. OutreachSystems shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Services (Software As A Service):

The Services shall be the provision of Neoserra software functionality on an online basis via the Internet (or a product with identical functionality even if marketed under a different product name; references to Neoserra below shall refer to the Services). Neoserra will be hosted on servers with an Internet service provider or hosting facility that OutreachSystems owns or uses. The functionality of the Services will include the following features:

- Bid Match Annual Subscription (up to 200 clients; includes 5 Neoserra licenses)
- One-time Neoserra Set up – 30 user licenses
- Ongoing Neoserra Annual Maintenance – 30 users
- 10 GB of storage

Service Level:

OutreachSystems will use commercially reasonable efforts to make the Services available. The State agrees and understands that routine maintenance by OutreachSystems or its internet service provider or hosting facility may cause temporary downtime, and that loss of connectivity by the State to the hosted system due to reasons which are beyond OutreachSystems's control, such as problems with the State's personal computers or the network between the State and OutreachSystems's internet server hosting facility, may arise and that OutreachSystems shall not be responsible for such loss of connectivity or any other loss of connectivity that is beyond OutreachSystems's reasonable control.

OutreachSystems Initials



STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT A
DELIVERABLES

The Services will function on the latest two versions of Microsoft Internet Explorer, Mozilla Firefox, and Google Chrome browsers. When Microsoft, Mozilla, or Google upgrade their browsers OutreachSystems will use best efforts to make the Services function on the new versions as quickly as possible.

Timeline:

The timeframe for implementing the Services shall be eight weeks from the Effective Date of this Agreement. The following is the development schedule:

| Phase | Week | Description |
|--|-------------|--|
| 1. Kick-off Meeting | 1 | Conference call between DED project team and OutreachSystems' project team to review existing data fields in DED's current database, establish a schedule/work plan for data migration, and establish a test plan. |
| 2. Identify database fields for Neoserra setup | 2 | DED and OutreachSystems will work together to map data fields in DED's existing CRM to the data fields that will be set up in Neoserra and to identify new data fields that will be created in Neoserra. |
| 3. Initial database setup | 3 | Outreach Systems will assist DED Project Manager in creating the agreed upon data fields in Neoserra. |
| 4. Complete data migration | 4-5 | Outreach Systems will migrate the data in DED's existing CRM over to Neoserra. |
| 5. State testing | 6 | DED will test Neoserra to confirm that all data migrated successfully, and to conduct security testing. |
| 6. Training | 7-8 | OutreachSystems will conduct at least three training webinars for DED staff. |

The following is a list of project deliverables.

| Activity, Deliverable or Milestone | Delivery Schedule (from effective date of contract) |
|--|--|
| Project Kickoff Meeting | Week 1 |
| Schedule/Work Plan | Week 1 |
| Test Plan | Week 1 |
| Status Meetings | Ongoing |
| Status Reports | Ongoing |
| Database Setup & Training for Administrators | Week 3 |
| Data Migration | Week 5-6 |

OutreachSystems Initial 

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT A
DELIVERABLES

| | |
|---|----------|
| State Testing of Data Migration | Week 6 |
| Provide all System Documentation for Users and Administrators | Week 7 |
| Training for Users | Week 7-8 |
| Completion of the Holdback Period | Week 14 |

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$87,950 for a five-year contract beginning with the Effective Date of this Agreement. OutreachSystems shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow OutreachSystems to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

1.2 Software Licensing, Maintenance, and Support Pricing Worksheet

Pricing must reflect the payment of maintenance through the Contract end date.

Table 1.2: Software Hosting, Maintenance, and Support Pricing Worksheet

| HOSTED SERVICES | SFY 2017 | SFY 2018 | SFY 2019 | SFY 2020 | SFY 2021 | Total |
|--|----------|----------|----------|----------|----------|----------|
| Bid Match Annual Subscription (200 clients) | \$7,250 | \$7,250 | \$7,250 | \$7,250 | \$7,250 | \$36,250 |
| Neoserra One-time set up fee for 30-User Licenses | \$4,200 | \$0 | \$0 | \$0 | \$0 | \$4,200 |
| Neoserra Annual Maintenance (30-User) | \$9,500 | \$9,500 | \$9,500 | \$9,500 | \$9,500 | \$47,500 |
| Technical Support | Included | Included | Included | Included | Included | Included |
| Maintenance and Updates | Included | Included | Included | Included | Included | Included |
| Total | \$20,950 | \$16,750 | \$16,750 | \$16,750 | \$16,750 | \$87,950 |

1.3 Future Vendor Rates

This is an off-the-shelf, cloud-based software product. All product updates are automatically included in this contract, as is all technical support and training. Table 1.2 above reflects the initial price for the following service/license levels:

- Bid Match Annual Subscription (up to 200 clients)
- Neoserra Annual License – 30 users
- 10 GB storage (no separate charge for data storage unless DED exceeds 10GB)



STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Additional fees will apply should DED elect to upgrade to higher levels of service/licenses during the course of the five-year contract. Annual pricing for upgrades is according to the following schedule:

Bid Match Annual Fee Schedule:

| | |
|---------------------------------------|--------------|
| Bid Match Subscription (300 clients) | \$ 8,000.00 |
| Bid Match Subscription (500 clients) | \$ 9,250.00 |
| Bid Match Subscription (750 clients) | \$ 11,500.00 |
| Bid Match Subscription (1000 clients) | \$ 13,500.00 |
| Bid Match Subscription (1500 clients) | \$ 16,000.00 |
| Bid Match Subscription (2000 clients) | \$ 19,000.00 |
| Bid Match Subscription (2500 clients) | \$ 22,000.00 |
| Bid Match Subscription (3000 clients) | \$ 28,000.00 |
| Bid Match Subscription (4000 clients) | \$ 32,000.00 |
| Bid Match Subscription (5000 clients) | \$ 35,000.00 |

Neoserra Annual License Fee Schedule:

| | |
|--|-------------|
| Neoserra Annual Maintenance Fees (40 users) | \$12,000.00 |
| Neoserra Annual Maintenance Fees (50 users) | \$14,000.00 |
| Neoserra Annual Maintenance Fees (60 users) | \$16,500.00 |
| Neoserra Annual Maintenance Fees (70 users) | \$19,000.00 |
| Neoserra Annual Maintenance Fees (80 users) | \$21,500.00 |
| Neoserra Annual Maintenance Fees (90 users) | \$24,000.00 |
| Neoserra Annual Maintenance Fees (100 users) | \$26,500.00 |

Additional Data Storage Fee Schedule:

| | |
|-------------------------------------|-------------|
| Annual Database Storage Fee (50GB) | \$500.00 |
| Annual Database Storage Fee (100GB) | \$2,750.00 |
| Annual Database Storage Fee (250GB) | \$5,000.00 |
| Annual Database Storage Fee (500GB) | \$7,500.00 |
| Annual Database Storage Fee (1TB) | \$12,500.00 |

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, the total of all payments made by the State will be \$87,950 (“Total Contract Price”).

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.

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

3. INVOICING

OutreachSystems shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. OutreachSystems shall only submit invoices for Services or Deliverables 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 Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Carmen Lorentz
Division of Economic Development
NH Department of Resources and Economic Development
172 Pembroke Rd
Concord NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

OutreachSystems
5385 Hollister Avenue #104
Santa Barbara, CA 93111

5. OVERPAYMENTS TO OUTREACHSYSTEMS

OutreachSystems 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 OutreachSystems's invoices with appropriate information attached.

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the first year annual fee for 60 days after the go live date.

OutreachSystems Initials 

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT C
SPECIAL PROVISIONS

No special provisions included.



STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

No on-site work is included in this project. All training and technical support will be provided via webinar and phone.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide OutreachSystems 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 OutreachSystems to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

OutreachSystems shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this project. Upon expiration or termination of the Contract with the State, OutreachSystems shall turn over all State-owned documents, material, reports, and work in progress relating to this project to the State at no additional cost to the State. Documents must be provided in electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

OutreachSystems 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*.

OutreachSystems 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. OutreachSystems 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

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

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

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

6. ACCOUNTING REQUIREMENTS

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

OutreachSystems Initials 

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT E
IMPLEMENTATION SERVICES#

1. STATE MEETINGS AND REPORTS

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

OutreachSystems Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Kickoff Meeting:** Participants will include the State and OutreachSystems Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- b. **Status Meetings:** Participants will include, at the minimum, the OutreachSystems Project Manager and the State Project Manager. These meetings will be conducted at least weekly during the development phase and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from OutreachSystems shall serve as the basis for discussion.
- c. **The Work Plan:** must be reviewed at each Status Meeting and updated as needed.
- d. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- e. **Exit Meeting:** Participants will include Project leaders from OutreachSystems and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects OutreachSystems to prepare agendas and background for and minutes of meetings. Drafting of formal presentations, such as a presentation for the kickoff meeting and user trainings, will also be OutreachSystems's responsibility.

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

2. IMPLEMENTATION STRATEGY

2.1 Key Components

OutreachSystems shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan.

OutreachSystems and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT E
IMPLEMENTATION SERVICES#

The OutreachSystems team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

OutreachSystems shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

OutreachSystems shall adopt an Implementation time-line aligned with the State's required time-line.

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

2.2.1 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

2.2.2 Change Management and Training

OutreachSystems's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT F
TESTING SERVICES

Neoserra is a cloud-based, off-the-shelf application that can be customized by non-technical users within DED to meet DED's needs.

OutreachSystems will play the lead role in migrating DED's data from its existing CRM system (Microsoft Dynamic CRM) over to Neoserra, with advice and guidance from DED staff. DED will extract the data from the existing CRM system in a non-proprietary format that can be used for conversion.

OutreachSystems will examine DED's existing CRM, write the conversion scripts for the migration, and complete the migration.

In order for DED to test the integrity of the data during and after migration, OutreachSystems will create a review database, which is a non-live copy of the database. DED staff will be able to test data integrity on a daily basis as OutreachSystems migrates data over to Neoserra. Once data migration is complete and DED is satisfied that the data have been successfully migrated, DED will sign off on the database.

Because Neoserra is an off-the-shelf application hosted in the Amazon Cloud, this project does not require any testing other than to ensure that data were successfully migrated.

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

OutreachSystems shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1 OutreachSystems's Responsibility

OutreachSystems shall maintain the System in accordance with the Contract.

1.1.1 Maintenance Releases

OutreachSystems shall make available to the State the latest significant program updates, major maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

1.1.2 Standard Agreement

The State will adopt OutreachSystems's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

2. SUPPORT OBLIGATIONS AND TERM

- 2.1** OutreachSystems shall repair or replace Software, and provide support and maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract detailed in Exhibit H – Requirements.
- 2.2** If OutreachSystems fails to correct a Deficiency within the allotted period of time stated above, OutreachSystems shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13, as well as to return OutreachSystems's product and receive a refund for all amounts paid to OutreachSystems, including but not limited to, applicable license fees, within ninety (90) days of notification to OutreachSystems of the State's refund request
- 2.3** If OutreachSystems fails to correct a Deficiency within the allotted period of time stated above, OutreachSystems shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 8.

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT H
REQUIREMENTS

Attachment 1: Project Requirements is hereby incorporated within.

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT I
WORK PLAN

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

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

In conjunction with OutreachSystems's Project Management methodology, which shall be used to manage the Project's life cycle, the OutreachSystems team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment Schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and OutreachSystems team members), refine the Project's scope, and establish the Project's Schedule

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- OutreachSystems shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The OutreachSystems Team shall perform this Project at OutreachSystems facilities.
- The OutreachSystems Team shall honor all holidays observed by OutreachSystems or the State, although with permission, may choose to work on holidays and weekends.

C. Project Management

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

E. Project Schedule

- Implementation is scheduled to take up to eight weeks from the effective date of the contract.

F. Reporting

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT I
WORK PLAN

- During the development phase, OutreachSystems shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

G. User Training

- The OutreachSystems Team shall lead the development of the end-user training plan.
- The State shall schedule and track attendance on all end-user training classes.

H. Performance and Security Testing

- The State shall work with OutreachSystems on all testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. OutreachSystems Team Roles and Responsibilities

1) OutreachSystems Team Project Manager

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

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign OutreachSystems Team members to tasks in the Work Plan according to the scheduled staffing requirements;
- Define roles and responsibilities of all OutreachSystems Team members;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage hand-off to OutreachSystems operational staff; and
- Manage Transition Services, as needed.

B. State Roles and Responsibilities

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT I
WORK PLAN

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) State Project Manager

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

- Plan and conduct a kick-off meeting with assistance from the OutreachSystems team;
- Assist the OutreachSystems Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the OutreachSystems Project Manager of any urgent issues if and when they arise; and
- Assist the OutreachSystems team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage hand-off to State operational staff; and
- Manage Transition Services, as needed.

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT I
WORK PLAN

The following Table 3.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 3.1: High Level Preliminary NH Project Plan

| Phase | Week | Description |
|--|-------------|--|
| 1. Kick-off Meeting | 1 | Conference call between DED project team and OutreachSystems' project team to review existing data fields in DED's current database, establish a schedule/work plan for data migration, and establish a test plan. |
| 2. Identify database fields for Neoserra setup | 2 | DED and OutreachSystems will work together to map data fields in DED's existing CRM to the data fields that will be set up in Neoserra and to identify new data fields that will be created in Neoserra. |
| 3. Initial database setup | 3 | Outreach Systems will assist DED Project Manager in creating the agreed upon data fields in Neoserra. |
| 4. Complete data migration | 4-5 | Outreach Systems will assist DED in migrating data in DED's existing CRM over to Neoserra. |
| 5. State testing | 6 | DED will test Neoserra to confirm that all data migrated successfully, and to conduct security testing. |
| 6. Training | 7-8 | OutreachSystems will conduct at least three training webinars for DED staff. |

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT J
SOFTWARE LICENSE

1. **Software As A Service; License.** Subject to the terms and conditions of this Agreement, OutreachSystems will provide the State with online access to the Neoserra software for use as described in the Contract (or a product with identical functionality even if marketed under a different product name), including updates, bug fixes, or other minor enhancements or improvements that are made generally available by OutreachSystems (hereafter the “Services”). Subject to the terms and conditions of this Agreement, and upon payment in full to OutreachSystems, OutreachSystems grants to Client a personal, nontransferable, non-sublicensable, nonexclusive limited license to use the Services for Clients’ own use, in accordance with any documentation provided by OutreachSystems. Client agrees that it shall not: i) distribute, rent, sell, lease, license, assign or otherwise transfer all or any part of the Services (including any associated documentation) and Client’s rights to use such Services ii) reverse engineer or otherwise attempt to discover source code or underlying ideas or algorithms of the Services, or iii) modify or create derivative works based on the Services.



STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 System

OutreachSystems warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

OutreachSystems warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Software warranty, the State's remedy, and OutreachSystems's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if OutreachSystems cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to OutreachSystems for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if OutreachSystems cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to OutreachSystems for the deficient Services.

1.3 Non-Infringement

OutreachSystems warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

OutreachSystems warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

OutreachSystems warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by OutreachSystems to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1.6 Services

OutreachSystems warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of this Contract.



STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT L
TRAINING SERVICES

OutreachSystems shall provide the following Training Services.

OutreachSystems shall provide online training services to the State. The training sessions will be customized to the requirements of the State and they will be catered to each respective audience.

The first training session is expected to take place during week 3 of the implementation. During this initial training session we will work with the database administrator(s) to customize the database to the needs of the various programs that will be using Neoserra. During this training session we will review all the administrative functions of the system and enable/disable fields as required and add any custom fields that need to be added to the system. This will be a hands-on training session with a small audience during which we will both train and implement changes as discussed. This session will also cover account creation and the permissions model employed by Neoserra.

The second training session will be conducted with all the users of the application during the 7th week of the implementation. During this session we will focus on navigation in the application and discuss data input. We will review the required data fields and the intended use of each field. We will review some of the commonly used features of the application such as the calendar integration, the postbox feature, the sticky notes feature, the ability to track impact and to record training events. This session will be geared towards all users who will be entering information into the Neoserra CRM application. This training session will be offered at least twice, on different days/times.

The third session, scheduled for the 8th week will focus on reporting. This training session is intended for all users that have a need to generate reports from the system. During this session we will create custom dashboards for each team. We will also set-up any scheduled reports that may be necessary and create custom reports, as needed. Whereas the previous session focused on data input, this session will focus primary on output. During this session the users will become familiar with the Neoserra filtering and reporting modules. We will discuss different reports for different requirements and show how these reports can be generated for a filtered group of records. This training session will be offered at least twice, on different days/times.

Additionally, OutreachSystems includes tutorials on the use of the admin system to any user who has access to the admin system.

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 – PART 3
EXHIBIT N
CERTIFICATES AND ATTACHMENTS

Attached are:

1. Exhibit H Requirements – Attachment 1
2. Contractor's Certificate of Vote/Authority
3. Contractor's Certificate of Good Standing
4. Contractor's Certificate of Insurance
5. Vendor Proposal

Vendor Instructions

| | |
|--|---------|
| <p>Vendor Response Column:</p> <p>"Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter an "No". A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).</p> | Place a |
| <p>Delivery Method Column:</p> <p>Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.</p> <p>Standard - Feature/Function is included in the proposed system and available in the current software release. Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.) Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP). Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)</p> <p>Comments Column:</p> <p>For all Delivery Method responses other than standard (Future, Custom, or Not Available/Not Proposing) vendors must provide a brief explanation. Free form text can be entered into this column.</p> | |



BUSINESS REQUIREMENTS

| <i>Tracking</i> | | | | | | |
|----------------------------------|--|---|-----|--|--|--|
| B1.1 | Web-based CRM accessible with a user name and password | M | Yes | | | |
| B1.2 | Track detailed demographic and economic information about clients | M | Yes | | | |
| B1.3 | Track detailed information about services provided to clients | M | Yes | | | |
| B1.4 | Ability to tailor data entry modules and fields to different programs, activities, and outputs | M | Yes | | | |
| B1.5 | Search feature that enables a user to organize a group of records based on common criteria (eg, all business counseling sessions conducted with companies in a particular industry sector) | M | Yes | | | |
| B1.6 | Ability to keep data from one or more teams in our organization hidden from users outside those particular teams, with the exception of the administrator | M | Yes | | | |
| B1.7 | Allows direct public new client registration for intake purposes | M | Yes | | | |
| B1.8 | Registration platform for events | M | Yes | | | |
| B1.9 | Integrated survey tool to send surveys to clients and tabulate results. | M | Yes | | | |
| B1.10 | Provides government bidmatching service | M | Yes | | | |
| B1.11 | Ability to store documents/files linked to clients | M | Yes | | | |
| <i>Reporting</i> | | | | | | |
| B2.1 | Ability to establish built-in reports that are run on a regular basis and to lock those reports from being changed by other users | M | Yes | | | Administrators can see and edit all reports. |
| B2.2 | Ability to pull custom reports based on user defined criteria | M | Yes | | | |
| B2.3 | Scorecard function that allows us to enter annual goals for things like # trainings or counseling sessions and create a built-in report that shows year to date progress against goals | M | Yes | | | |
| B2.4 | Supports Defense Logistics Agency Form 1806-T reporting | M | Yes | | | |
| B2.5 | Customizable "Dashboard" for program management | M | Yes | | | |
| B2.6 | Create reports of user trends to identify which team members are not using the tool regularly so managers can provide follow up and support | M | Yes | | | |
| <i>Support & Maintenance</i> | | | | | | |
| B3.1 | Technical support for initial database setup and data migration from existing CRM | M | Yes | | | |
| B3.2 | Ongoing technical support and training for users | M | Yes | | | |
| B3.3 | Future software upgrades included with contract/license | M | Yes | | | |

| | | | | | |
|------|--|----------------------------------|---|-----|--|
| B3.4 | Provide training materials such as tutorials, FAQs, and training videos to | enable staff to do self-training | M | Yes | |
|------|--|----------------------------------|---|-----|--|

Ⓟ

APPLICATION REQUIREMENTS

GENERAL SPECIFICATIONS

| | | | | |
|------|---|---|-----|----------------------------|
| A1.1 | Ability to access data using open standards access drivers (please specify supported versions in the comments field). | M | Yes | JDBC, ODBC, SQL Server TDS |
| A1.2 | The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats. | M | Yes | MS SQL |
| A1.3 | Operates on an Oracle/Linux or Microsoft SQL database platform | M | Yes | |

APPLICATION SECURITY

| | | | | |
|-------|---|---|-----|---|
| A2.1 | Verify the identity of or authenticate all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services. | M | Yes | |
| A2.3 | Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. | M | Yes | |
| A2.4 | Enforce unique user names. | M | Yes | |
| A2.5 | Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i> . | M | Yes | System administrator can configure this requirement |
| A2.6 | Enforce the use of complex passwords for general users using capital letters, numbers and special characters. | M | Yes | |
| A2.7 | Encrypt passwords in transmission and at rest within the database. | M | Yes | |
| A2.8 | Expire passwords after 90 days. | M | Yes | System administrator can configure this requirement |
| A2.9 | Authorize users and client applications to prevent access to inappropriate or confidential data or services. | M | Yes | System administrator can configure this requirement |
| A2.10 | Provide ability to limit the number of people that can grant or change authorizations | M | Yes | |
| A2.11 | Establish ability to enforce session timeouts during periods of inactivity. | M | Yes | |
| A2.12 | Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten http://www.owasp.org/index.php/OWASP_Top_Ten_Project) | M | Yes | |
| A2.13 | The application shall not store authentication credentials or sensitive Data in its code. | M | Yes | |



| | | | | | |
|-------|--|---|-----|--|----------------------------------|
| A2.14 | Audit all attempted accesses that fail identification, authentication and authorization requirements | M | Yes | | |
| A2.15 | The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. | M | Yes | | All edits are logged permanently |
| A2.16 | The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain. | M | Yes | | |
| A2.17 | Do not use Software and System Services for anything other than their designed for use | M | Yes | | |
| A2.18 | The application Data shall be protected from unauthorized use when at rest | M | Yes | | |
| A2.19 | Keep any sensitive Data or communications private from unauthorized individuals and programs. | M | Yes | | |
| A2.20 | Subsequent application enhancements or upgrades shall not remove or degrade security requirements | M | Yes | | |
| A2.21 | Create change management documentation and procedures | M | Yes | | |



HARDWARE REQUIREMENTS

CLIENT SYSTEMS

| | | | | | |
|------|--|--|--|--|--|
| E1.1 | <p>At a minimum, the System should support this client configuration for field machines: Pentium 4, 630/3.0GHz PC, Microsoft Windows 7, the latest browser version at the time of development, and 128-bit encryption</p> | | | | |
|------|--|--|--|--|--|

Yes

TESTING

DATA MIGRATION TESTING

| | | | | | |
|------|--|---|-----|--|--|
| T1.1 | Vendor shall provide a "review database" for daily testing of integrity of data during and after data migration. | M | Yes | | |
| T1.2 | Vendor shall correct all technical issues identified during the data migration testing that are not the result of State user error upon original data entry. | M | Yes | | |



HOSTING-CLOUD REQUIREMENTS

OPERATIONS

| | | | | | |
|------|---|---|-----|--|---------------------------------------|
| H1.1 | Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. | M | Yes | | |
| H1.2 | State access will be via Internet Browser | M | Yes | | |
| H1.3 | At a minimum, the System should support this client configuration for field machines: Pentium 4, 630/3.0GHz PC, Microsoft Windows 7, the latest browser version at the time of development and 128-bit encryption. | M | Yes | | |
| H1.4 | Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.. | M | Yes | | |
| H1.5 | Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services. | M | Yes | | Data is hosted in Amazon Web Services |
| H1.6 | Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F. | M | Yes | | Data is hosted in Amazon Web Services |
| H1.7 | Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F. | M | Yes | | Data is hosted in Amazon Web Services |
| H1.8 | Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds. | M | Yes | | Data is hosted in Amazon Web Services |



| | | | | | |
|--------------------------|---|---|-----|--|---------------------------------------|
| H1.9 | Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation. | M | Yes | | Data is hosted in Amazon Web Services |
| H1.10 | Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring. | M | Yes | | Data is hosted in Amazon Web Services |
| H1.11 | Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire. | M | Yes | | Data is hosted in Amazon Web Services |
| H1.12 | The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center. | M | Yes | | Data is hosted in Amazon Web Services |
| H1.13 | Vendor must monitor the application and all servers. | M | Yes | | |
| H1.14 | Vendor shall manage the databases and services on all servers located at the Vendor's facility. | M | Yes | | |
| H1.15 | Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer. | M | Yes | | |
| H1.16 | Vendor shall monitor System, security, database, and application logs. | M | Yes | | |
| H1.17 | Vendor shall manage the sharing of data resources. | M | Yes | | |
| H1.18 | Vendor shall manage daily backups, off-site data storage, and restore operations. | M | Yes | | |
| H1.19 | The Vendor shall monitor physical hardware. | M | Yes | | Data is hosted in Amazon Web Services |
| H1.20 | The Vendor shall immediately report any breach in security to the State of New Hampshire. | M | Yes | | |
| DISASTER RECOVERY | | | | | |
| H2.10 | Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire. | M | Yes | | |
| H2.2 | Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs. | M | Yes | | |



| | | | | | |
|-----------------------------|--|---|-----|--|--|
| H2.3 | The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced. | M | Yes | | |
| H2.4 | Vendor shall adhere to a defined and documented back-up schedule and procedure. | M | Yes | | |
| H2.5 | Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure. | M | Yes | | |
| H2.6 | Scheduled backups of all servers must be completed regularly. | M | Yes | | |
| H2.7 | The minimum acceptable frequency is differential backup daily, and complete backup weekly. | M | Yes | | |
| H2.8 | All backups are completed electronically between two data centers. | M | Yes | | |
| H2.9 | If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes. | M | Yes | | |
| H2.10 | Daily backups are done at two locations | M | Yes | | |
| NETWORK ARCHITECTURE | | | | | |
| H3.1 | The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window. | M | Yes | | |
| H3.2 | The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application. | M | Yes | | |
| H3.3 | Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service. | M | Yes | | |
| H3.4 | The Vendor' network architecture must include redundancy of routers and switches in the Data Center. | M | Yes | | |

| HOSTING SECURITY | | | | | | | |
|-------------------------|--|---|-----|--|--|--|---------------------------------------|
| H4.1 | The Vendor shall employ security measures ensure that the State's application and data is protected. | M | Yes | | | | |
| H4.2 | If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted. | M | Yes | | | | |
| H4.3 | All servers and devices must have currently-supported operating systems and database, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection. | M | Yes | | | | |
| H4.4 | All components of the infrastructure shall be reviewed and tested to ensure they protect the State's data and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability. | M | Yes | | | | |
| H4.5 | The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence. | M | Yes | | | | |
| H4.6 | The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application. | M | Yes | | | | |
| H4.7 | The Vendor must provide reports to validate that redundancy is in fact in place and backup/restores are functioning. | M | Yes | | | | |
| H4.8 | The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State. | M | Yes | | | | Data is hosted in Amazon Web Services |
| SERVICE LEVEL AGREEMENT | | | | | | | |
| H5.1 | The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof. | M | Yes | | | | |
| H5.2 | Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required. | M | Yes | | | | |
| H5.3 | Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract. | M | Yes | | | | |



| | | | | |
|------|--|---|-----|--|
| H5.4 | <p>The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 9:00am to 5:00pm- Monday thru Friday EST;</p> <p>Specific deficiency class as described below: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</p> | M | Yes | |
| H5.5 | <p>As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;</p> | M | Yes | |
| H5.6 | <p>The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance</p> | M | Yes | |



| | | | | | |
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| H5.8 | The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System. | M | Yes | | |
| H5.9 | A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied. | M | Yes | | |
| H5.10 | The Vendor will give two-business days prior notification to the State Project Manager of significant changes/updates and provide the State with training due to the upgrades and changes. | M | Yes | | |
| H5.11 | The Vendor shall guarantee 99.95% uptime, exclusive of the regularly scheduled maintenance window | M | Yes | | |
| H5.12 | If The Vendor is unable to meet the 99.95% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing | M | Yes | | |
| H5.13 | A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem. The Vendor must provide a notification policy. | M | Yes | | |
| H5.14 | All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers. | M | Yes | | |
| H5.15 | The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response | O | No | | |

SUPPORT & MAINTENANCE REQUIREMENTS

SUPPORT & MAINTENANCE REQUIREMENTS

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|--------------------------|--|---|-----|--|
| S1.1 | The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof. | M | Yes | |
| S1.2 | Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required. | M | Yes | |
| S1.3 | Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract. | M | Yes | |
| S1.4 | The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 9:00am to 5:00pm- Monday thru Friday EST. | M | Yes | |
| S1.5 | The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System. | M | Yes | |
| S1.6 | The Vendor shall make available to the State the latest significant program updates, major maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost. | M | Yes | |
| S1.7 | The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State. | M | Yes | |
| S1.8 | For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency reSolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue resolved by. | M | Yes | |
| WARRANTY SERVICES | | | | |
| S2.1 | Maintain the System Software in accordance with the Specifications and Terms of the Contract. | M | Yes | |
| S2.2 | Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract. | M | Yes | |
| S2.3 | The Vendor shall have available to the State on-call telephone assistance 9 am to 5 pm EST M-F | M | Yes | |



PROJECT MANAGEMENT

PROJECT MANAGEMENT

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|-------|---|---|-----|--|
| P.1.1 | Vendor shall participate in a kick-off meeting via conference call to initiate the Project. | M | Yes | |
| P.1.2 | Vendor shall provide Project Staff. | M | Yes | |
| P.1.3 | Vendor and State shall finalize a Work Plan within (10) days after Contract award and approval by Governor and Council. The Work Plan shall include a project schedule and list of actions that both Vendor and State must complete in order to set up the database and migrate the data. | M | Yes | |
| P.1.4 | Vendor shall provide weekly status reports during database set up and data migration. | M | Yes | |

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that OUTREACHSYSTEMS.COM doing business in New Hampshire as OUTREACHSYSTEMS.COM INC., a(n) California corporation, is authorized to transact business in New Hampshire and qualified on June 24, 2016. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of June, A.D. 2016

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

William M. Gardner
Secretary of State

Corporate Resolution

I, **Frank Gott**, hereby certify that I am duly elected Clerk/Secretary of
(Name)

OutreachSystems.com. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on June 22, 2016
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Danielle Koornwinder is duly authorized to enter a
(Name and Title)

Contract on behalf of OutreachSystems.com with the
(Name of Corporation or LLC)

Department of Resources and Economic Development of the State of New Hampshire and
further is
(Name of State Agency)

Authorized to execute any documents which may in his/her judgment be
desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full
force and effect as of the June 22, 2016 . I further certify that it is understood that the
State of New Hampshire will rely on this certificate as evidence that the person listed above currently
occupies the position indicated and that they have full authority to bind the corporation to the specific
contract indicated.

DATED: 7/18/16


ATTEST: Frank S. Gott, CEO
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2016

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

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

| | | |
|---|--|--------------------------------------|
| PRODUCER License # 0757776 Santa Barbara, CA - HUB International Insurance Services Inc. P O Box 3310 Santa Barbara, CA 93130-3310 | CONTACT NAME: Yvonne Esquivel PHONE (A/C, No, Ext): (805) 618-3742 E-MAIL ADDRESS: Yvonne.Esquivel@HubInternational.com | FAX (A/C, No): (805) 617-1767 |
| | INSURER(S) AFFORDING COVERAGE INSURER A : Valley Forge Insurance Company INSURER B : Employers Preferred Insurance Company INSURER C : INSURER D : INSURER E : INSURER F : | |

INSURED: **Outreach Systems, Inc.**
5385 Hollister Ave #104
Santa Barbara, CA 93110

COVERAGES: CERTIFICATE NUMBER: 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 4024041018 | 08/06/2015 | 08/06/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 4024041018 | 08/06/2015 | 08/06/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | EIG124658806 | 09/19/2015 | 09/19/2016 | <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 |

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

| | |
|--|--|
| CERTIFICATE HOLDER NH Department of Resources and Economic Development 172 Pembroke Rd 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  |
|--|--|