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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
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Denis Goulet
 Commissioner

April 12, 2019

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

Requested Action

Authorize the Department of Information Technology to enter into a contract with NWN Corporation (VC # 223423) of Waltham, MA, in the amount not to exceed \$203,820.00 for the purpose of providing Managed Services and Support for our NH Voice over Internet Protocol (VoIP) Unified Contact Center Express (UCCX) and Advanced Quality Management (AQM) applications within our existing Cisco Unified Communications (UC) System, effective upon Governor and Executive Council approval through March 31, 2022, with an option to renew up to (2) two times for (1) one year each upon Governor and Executive Council approval.

Source of Funds: DoIT (Statewide Telecommunications Revolving Funds). Funds are available as follows for SFY 2019 and are contingent upon the availability and continued appropriation of funds for SFY 2020, SFY 2021 and SFY 2022, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

CAT#-DEPT#-AGENCY#- ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME - ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	Activity Code	SFY 2019	SFY 2020	SFY 2021	SFY 2022	Total Amount
01-03-03-030510-52130000 – DoIT Statewide Telecommunications 046-500416 IT Consultants – Telecommunications	03030295	\$35,585	\$62,540	\$62,540	\$43,155	\$203,820

Explanation

The contract with NWN Corporation, Inc. will provide DoIT-Statewide Telecommunications a customized managed support solution for needs specific to the Cisco UCCX (Call Center) environment(s), including the Cisco Finesse and Cisco AQM call recording applications. This will enable the NH VoIP Telecomm Team with appropriate training and guidance to continue to effectively perform tasks (moves, adds and changes) within the NH VoIP Cisco Unified Communications environment. It is expected the vendor support provides a 15-minute response time for priority requests and coordinate with Statewide Telecommunications the work required to meet our standard service level response time for customer requested moves, adds and changes, including Cisco updates and patches for the State's entire Cisco UC environment.

This contract is the result of a competitive solicitation under 2018-113 DoIT Managed Services & Support of NH VOIP CISCO UC Systems issued on June 28, 2018. The scoring committee consisted of four (4) state employees from DoIT, each with expertise in the RFP review process and expertise in the required areas. The scoring team determined NWN Corporation met the minimum qualifications of 2018-113 DoIT Managed Services & Support of NH VOIP CISCO UC Systems, and received the highest overall score. The Department of Information Technology recommends NWN Corporation be awarded this contract.

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

Respectfully submitted,



Denis Goulet

DG/kaf
DoIT #2018-113
RID: 40442

cc: Joseph J Luna, Manager, Statewide Telecommunications

PROPOSAL EVALUATION SUMMARY
DoIT RFP 2018-113 DoIT Managed Services and Support

The State used a scoring scale of 1000 points, applied to the Solution as a whole. Points were distributed among the following factors:

- 200 points – **Proposed Solution;**
- 200 points – **Vendor’s Technical, Service and Project Management Experience;**
- 200 points – **Vendor Company;**
- 100 points – **Staffing Qualifications;**
- 300 points – **Solution Cost (Rates and Pricing); and**
- 1000 points – **Total Possible Score.**

Vendor	Proposed Solution	Technical, Service & Proj Mngmnt Experience	Vendor Company	Staffing Qualifications	Solution Cost	Total Score
NWN	180	197	150	75	279	881
OnX CBTS	170	142	175	75	300	862
AT&T	80	75	5	0	198	358

Individual Scorer - Name	Individual Scorer - Position/Agency
Wendy Pouliot	Director of Operations/DoIT
Joseph J Luna	IT Manager V, DoIT Statewide Telecommunications
Don Amendum	IT Manager V/ DoIT Network Operation
Derek Fraser	TSS VI/DoIT Network Operations & Telecommunications

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.

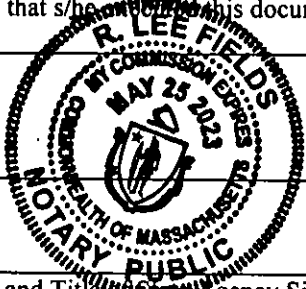
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept of Information Technology - Operations Division Telecommunications		1.2 State Agency Address 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name NWN Corporation		1.4 Contractor Address 271 Waverly Oaks Road Waltham, MA 02452	
1.5 Contractor Phone Number 781 472-3400	1.6 Account Number 01-03-03-030010-52130000 046-500416	1.7 Completion Date March 31, 2022	1.8 Price Limitation \$203,820.00
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner		1.10 State Agency Telephone Number 603-223-5703	
1.11 Contractor Signature <i>Richard E. Johnson</i>		1.12 Name and Title of Contractor Signatory <i>Richard E. Johnson, CFO</i>	
1.13 Acknowledgment: State of _____, County of _____ On <i>April 9, 2019</i> , 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] <i>R. Lee Fields</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>R. Lee Fields, Notary Public</i>			
1.14 State Agency Signature <i>Denis Goulet</i>		1.15 Name and Title of State Agency Signatory <i>Denis Goulet Commissioner a.c.t.o</i> Date: <i>4/12/2019</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Yassir A. Abdou</i> Director, On: <i>5-3-2019</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <i>4/19/2019</i>			
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

Contractor Initials RT
Date 4/9/19

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY – OPERATIONS DIVISION
TELECOMMUNICATIONS
MANAGED SERVICES & SUPPORT OF NH VOIP CISCO UC SYSTEMS
2018-113
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

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2018-113**

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.
AD	Active Directory: a directory service developed for domain networks.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
AQM	Cisco Advanced Quality Management: Software that provides a recording, compliance and evaluation solution for the unique requirements of contact centers.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Authorized Persons	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
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.
CER	Cisco Emergency Responder: Emergency Communication System.
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.

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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	Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the 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 and its employees, subcontractors, agents and affiliates who are providing the services agreed to under 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.
CTI Port	CTI Route Point is a virtual device that can receive multiple simultaneous calls for the purpose of application-controlled redirection.
CUC	Cisco Unity Connection: voice messaging product.

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CUCM	Cisco Unified Communication Manager: IP-based communications system integrating voice, video, data, and mobility products and applications.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire.
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.
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.
DHHS	New Hampshire Department of Health & Human Services.
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 known as "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.

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2018-113**

PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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 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.
IOS	Internetwork Operating System.
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
Licensee	The State of New Hampshire.
MACD	Move/Add/Change/Delete.
Maintenance Window	Pre-established and approved time-frame to perform service impacting system maintenance and/or upgrades.
MoH	Music-on-Hold
MTP	Media Transfer Protocol: allows media files to be transferred atomically to and from portable devices.
NIC	Network Interface Card.
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.

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Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
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.
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 (PFI); 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.

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Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
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.
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 the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in 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.
Service	The work or labor to be performed by the Vendor on the Project as described in the Contract.
the Contractor	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Software	All Software provided by the Vendor under the Contract

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Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor'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 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 Information Technology-Operations Division Statewide Telecommunications 27 Hazen Drive 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 RSA Chapter 91-A.

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State Data	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, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
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 Specifications.
TAC	Cisco Technical Assistance Center
TBD	To Be Determined
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.
Transition Services	Services and support provided when Contractor is supporting System changes.
UAT	User Acceptance Test
UC	Cisco Unified Communications: Encompasses the principle call processing, voicemail, presence and related voice servers which comprise the Cisco Voice Over IP solution.
UCCM	Cisco Unified Communications Call Manager

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UCCX	Cisco Unified Contact Center Express (Call Center) application: Software that provides a combination of multichannel contact management, intelligent routing and CTI (Computer Telephony Integration) capabilities for call center management.
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.
VoIP	Voice over Internet Protocol: methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol (IP) networks.
VPN	A virtual private network (VPN) extends a private network across a public network, and enables users to send and receive data across shared or public networks as if directly connected to the private 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 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.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Information Technology (“State”), and NWN Corporation, a Massachusetts Corporation, (“Contractor”), having its principal place of business at 271 Waverly Oaks Road Waltham, MA 02452.

Provide a customized manage support solution for configuration needs specifically of the Cisco UCCX environment(s), including Finesse and Cisco AQM call recording solution(s). It is expected the vendor support provides a 15-minute service level for priority requests (break/fix) and coordinate with the State within one business day for requested moves, adds and changes, including Cisco updates and patches for the State’s entire Cisco UC environment. Partner with the NH VoIP Telecomm Team to provide as needed training and guidance to DoIT Staff so they can continue to effectively perform tasks (moves, adds and changes) within the NH VoIP Cisco UC environment, including tasks within Cisco UCCX & AQM Applications.

RECITALS

Whereas the State desires to have the Contractor provide professional technical Managed Services and Support for our Cisco Unified Contact Center Express (UCCX) and Advanced Quality Management (AQM) applications within our existing Cisco Unified Communications (UC) System, and associated Services for the State;

Whereas the Contractor wishes to provide knowledgeable, experienced and certified staff with substantial experience in Cisco UCCX and AQM applications to effectively and efficiently assist the DoIT-Telecommunications with the monitoring, management and support of the State’s NH VoIP UCCX and AQM systems.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2018-113) 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

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Exhibit G- Maintenance and Support Services
Exhibit H- NOT APPLICABLE
Exhibit I- Work Plan
Exhibit J- NOT APPLICABLE
Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- 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 Information Technology Contract Agreement 2018-113, including Parts 1, 2, and 3.
- b. State of New Hampshire, Department of Information Technology - Telecommunications RFP 2018-113, including Addenda
- c. Vendor Proposal Response to RFP 2018-113 dated 08/08/2018

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 March 31, 2022. The Term may be extended up to two (2) times for up to one (1) year each term, (“Extended Term”) at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

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

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. the Contractor shall not be responsible

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for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Ana Solomon
Contract Manager
2969 Prospect Park Drive, Suite 225
Rancho Cordova, CA 95670
Tel: 916.637.2138
Email: asolomon@nwnit.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor'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 Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor'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 The Contractor's 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 the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

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- 4.2.3** The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's 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. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim 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 the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a the Contractor Project Manager meeting the requirements and terms of the Contract.
- 4.2.5** The Contractor Project Manager is:
- Alison Eil
Customer Delivery & Project Manager
303 Fellowship Rd suite 110, Mt Laurel, NJ 08054
Tel: +1(856)914-5634
Email: aeil@nwnit.com

4.3 CONTRACTOR KEY PROJECT STAFF

- 4.3.1** The Contractor 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 the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor'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** The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's

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Key Project Staff shall have comparable or greater skills than of the Contractor's 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 the Contractor in default and to pursue its remedies at law and in equity, if the Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contractor's replacement Project staff.

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

Table 4.3.3.1: The Contractor's Key Project Staff:

Key Member(s)	Title
William Vigne	Senior Account Executive
Bobby Parrish	SVP, Service Delivery
Bill McCarthy	EVP, NCare Managed Services

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:

Joseph J Luna
Manager, DoIT-Telecommunications
Department of Information Technology
27 Hazen Drive – 300C
Concord, NH 03301
Tel: 603 227-0058
Email: joseph.luna@doit.nh.gov

4.5 STATE PROJECT MANAGER

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

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;

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- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Danny Caudle
Business Systems Analyst II, DoIT-Telecommunications
Department of Information Technology
27 Hazen Drive – 300C
Concord, NH 03301
Tel: 603 227-0055
Email: danny.caudle@doit.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

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

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contractor 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

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

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

5.2 DELIVERABLES AND SERVICES

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

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from the Contractor 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 the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor 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 the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor 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

The Contractor shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software Agreement*.

7. SERVICES

The Contractor 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

The Contractor 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

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

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7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

The Contractor 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

The Contractor 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

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

8. WORK PLAN DELIVERABLE

The Contractor 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*. The Contractor 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 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 the Contractor from liability to the State for damages resulting from the Contractor'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, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor 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.

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In the event additional time is required by the Contractor 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 the Contractor'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 the Contractor's receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

The Contractor 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 the Contractor'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 the Contractor to the State, and the State acceptance of the Contractor'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.

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 the Contractor.

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. the Contracted Vendor shall license back to the State the right to

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produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

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 upon termination of this Agreement for any reason. the Contractor 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, the Contractor 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, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor 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 the Contractor employees or third party consultants engaged by the Contractor.

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 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.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site <NH.GOV, etc.>, including copyright to

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

10.5 CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchases software development services, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software. This section does not apply to the Contractor's proprietary software code.

10.6 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, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

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

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

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disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor 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 the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor 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 the Contractor, without any liability to the Contractor.

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

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

12.2 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.

12.3 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 the Contractor shall constitute an event of default hereunder ("Event of Default")

- i. Failure to perform the Services satisfactorily or on schedule;
- ii. Failure to submit any report required; and/or
- iii. 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 the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both;
- b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

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- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both; and
- e. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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 the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.3 TERMINATION FOR CONFLICT OF INTEREST

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.

13.3.2 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 the Contractor did not know, or reasonably did not know, of the conflict of interest.

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

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 the Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

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

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA;
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- d. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
- e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data;
 - 1) In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
 - 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

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- 2) After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.
- 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;
- g. The Contractor shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- h. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State; and
- i. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

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

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

15.2 The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against

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the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

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:

Table 16: Dispute Resolution Responsibility and Schedule Table

LEVEL	NWN Corporation	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Matt Neimann, SVP, Contracts	Joseph J Luna Contract Manager	5 Business Days
First	Bill McCarthy, EVP NCare	Wendy Pouliot Director	10 Business Days
Second	Bobby Parrish, SVP, Service Delivery	Denis Goulet Commissioner	15 Business Days

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

17 INFORMATION TECHNOLOGY TERMS AND CONDITIONS

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"), the Contractor understands and agrees to the following rules:

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

17.2 EMAIL USE

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

17.3 INTERNET/INTRANET USE

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).

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17.4 REGULATORY GOVERNMENT APPROVALS

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

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, and 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 the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

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.

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TO THE CONTRACTOR:
NWN CORPORATION
271 WAVERLY OAKS ROAD
WALTHAM, MA

TO STATE:
STATE OF NEW HAMPSHIRE
DEPT. OF INFORMATION TECHNOLOGY
27 HAZEN DRIVE – 300C
CONCORD, NH 03301

17.11 DATA PROTECTION

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

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

17.12. DATA LOCATION

The Contractor shall provide all Services to the State and its end users solely from within the Continental United States. No services shall be contracted outside the Continental United States. The Contractor shall not store or transfer data collected with the services rendered under this Contract outside the Continental United States. This includes backup data and Disaster Recovery locations. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United

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States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359-C.

- a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (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 the Contractor.

- a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. The Contractor, 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 been a data breach. the Contractor shall:
 - i. cooperate with the State as reasonably requested by the State to investigate and resolve the data breach:
 - ii. promptly implement necessary remedial measures, if necessary;

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- iii. 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 the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:
 - i. the investigation and resolution of the data breach;
 - ii. notifications to individuals, regulators or others required by State law;
 - iii. a credit monitoring service required by State (or federal) law;
 - iv. 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
 - v. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(i.) through (v.)] subject to this Contract's limitation of liability.

17.15. NOTIFICATION OF LEGAL REQUESTS

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

17.16. ACCESS TO SECURITY LOGS AND REPORTS

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor 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

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

17.18. DATA CENTER AUDIT

The Contractor 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. the Contractor may remove its proprietary information from the redacted version. A Service Organization

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Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

17.19. ADVANCE NOTICE

The Contractor 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

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

17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES

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

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

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE

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

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EXHIBIT A – CONTRACT DELIVERABLES

The Department of Information Technology needs professional technical Managed Services and Support for our Cisco Unified Contact Center Express (UCCX) and Advanced Quality Management (AQM) applications within our existing Cisco Unified Communications (UC) System. The Contractor shall provide a customized managed support solution for the State of New Hampshire's configuration needs specifically of the Cisco UCCX environment(s), including the State's existing Finesse solutions and Cisco AQM call recording solution(s) for the DHHS Bureau of Family Assistance.

The general scope of the project is to partner with the skills and experience to provide a managed support solution for the State of New Hampshire's configuration needs specifically of the Cisco UCCX environment(s), including Finesse and Cisco AQM call recording solution(s). It is expected the support provides a 15-minute service level for priority requests (break/fix) and coordination with the State within one business day for requested moves, adds, changes, and deletions and required Cisco software and configuration updates and patches for the State's entire Cisco UC environment. The Contractor shall partner with the DoIT- Telecommunications to provide as needed training and guidance to DoIT Staff so they can continue to effectively perform tasks (moves, adds, changes, deletes) within the NH VoIP Cisco UC environment, including Contractor tasks within Cisco UCCX & AQM.

1. CONTRACT DELIVERABLES

1.1 SUPPORT AND MAINTENANCE SERVICES

The Contractor shall provide the State with knowledgeable, experienced and certified staff with substantial experience in Cisco UCCX and AQM applications to effectively and efficiently assist the DoIT- Telecommunications with the monitoring, management and support of the State's NH VoIP Cisco UC environment including UCCX and AQM systems.

- a. UCCX 11.6: 376 agents in 5 Agency Clusters
- b. Cisco/Calabrio AQM 145 users in 2 Agencies

1.2 NH VoIP INFRASTRUCTURE

- a. Cisco Unified Call Manager UCCM version v11.5
- b. Cisco Contact Center Express UCCX v11.6
- c. Cisco Advanced Quality Manager AQM 11.5
- d. Cisco Unity Connection CUC v11.5.
- e. Cisco Emergency Responder CER v11.5

1.3 CONTACT CENTER INFRASTRUCTURE

- a. Approximately 170,000 total incoming calls to call centers per month currently using 216 UCCX licenses with 376 configured UCCX Agents and 145 configured AQM users:
 - 1) Department of Motor Vehicles – DMV: (70),
 - 2) Department of Revenue Administration – DRA: (30),
 - a. Including Cisco AQM call recording for 65 user licenses

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- 3) NH Employment Services – NHES: (8),
- 4) Department of Information Technology – DoIT: (28).
- 5) Department of Health & Human Services - DHHS: (80),
Including Cisco AQM call recording: Voice Recorded Signature (VRS)
 - a. Bureau of Family Assistance: All-Call Recording capability with current Voice Recorded Signature capability solution.
 - 80 configured Cisco AQM user licenses

1.4 UCCX & AQM MANAGED SERVICES

- a. The Contractor shall provide Managed Services to assist DoIT- Telecommunications with managing the operation of the NH VoIP Cisco UC Systems, including primarily the DoIT-Telecommunications NH VoIP Cisco UCCX and Cisco AQM systems for the State of New Hampshire.
 - 1) The State anticipates the potential for as much as 10% UCCX and/or AQM agent/license expansion each year.
- b. The Contractor shall provide a structured methodology for implementing changes within the UCCX and AQM environments and Contractor recommendations on improving the overall functionality of the State of New Hampshire’s NH VoIP environments. The Contractor shall monitor UCCX and AQM applications, and in partnership with DoIT-Telecommunications effect event remediation, and provide general maintenance and assistance with user accounts when required/requested.

1.5 UCCX / AQM CORE SERVICES

The Contractor shall assist DoIT-Statewide Telecommunications with 24/7 monitoring and managing the daily operation of the State of New Hampshire’s Cisco UCCX and AQM infrastructure, including:

- a. The Contractor shall act as liaison between Cisco and DoIT-Statewide Telecommunications in the event of an outage or issue with the State’s Cisco UC Environment.
- b. The Contractor shall provide 24/7/365 availability for monitoring and remote assistance with/performance of remediation of critical events, associated with the UC Environment, as well as remote assistance to the State with any Cisco upgrades/patches within the State’s predefined after-hours maintenance window(s).
 - 1) DoIT-Telecommunications scheduled maintenance window: Monday(s) 3:00 AM-5:00 AM
- c. The Contractor shall provide day to day remote assistance during business hours, 8am - 5pm EST, assisting DoIT-Telecommunications for all non-critical UCCX/AQM events, including support with remote configuration assistance, and coordination with DoIT-Telecommunications for CUCM related tasks associated with all requests for UCCX/AQM Move/Add/Change/Deletes (MACD’s) within the existing Cisco UCCX/AQM environment and minor upgrades/patches. Partner with DoIT-Telecommunications during scheduled maintenance window(s) to provide testing and implementation of updates and patches keeping the UCCX environment up-to-date.

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- d. The Contractor will have access to recording files for trouble-shooting purposes through AQM. These recording files are available for a limited period (they are automatically deleted after a predefined period of time).
- e. The Contractor shall recommend, assist and/or initiate (as requested/required) CISCO TAC Support at no additional cost to the State.
- f. The Contractor shall provide as needed training (train-the-trainer) to DoIT-Statewide Telecommunications technicians and agency contact center support staff in relation to any functionality changes, and development of contact center reporting.
- g. Reporting issue/request completion & written close-out documentation to DoIT-Telecommunications for proper close-out of all requests, outages and issues.
- h. The contractor shall conduct quarterly reviews with DoIT-Telecommunications to examine the health of the Cisco UC environment.
- i. The contractor shall conduct an annual review of the Cisco roadmap and provide DoIT-Telecommunications with information and recommendations relative to Cisco applications, etc.

1.6 UCCX (Agencies with third party database Integration)

- a. The Department of Health & Human Services Call Center Call-Flow includes an IVR (TUI) telephony user interface with queries to a 3rd party database.
- b. DHHS Call Center also utilizes a call-back queue through the IVR.
- c. The New Hampshire Employment Security Call Center includes an IVR telephony user interface (TUI) with queries to a 3rd party database.
- d. The New Hampshire Employment Security IVR contains zip-code database queries used with an outbound dialer.

1.7 MANAGED SERVICES

- a. The Contractor shall work with DoIT-Statewide Telecommunications to become familiar with the State's processes and procedures used to identify real-time events for State of New Hampshire's managed agencies.
- b. DoIT-Statewide Telecommunications will report incidents via email or phone. The Contractor then determines suggested further action that may be required.
- c. When an incident is detected or reported, the Contractor shall identify the incident and the incident shall be correlated and isolated to its root-cause where available and applicable.
- d. Notifications to DoIT-Telecommunications of all incidents shall be provided according to procedures established with the State.
- e. The Contractor will assist DoIT-Statewide Telecommunications to proactively manage and report on all service requests from DoIT-Telecommunications for agency requests to DoIT-Telecommunications for UCCX script and functionality enhancements and the general management the UCCX Environment(s) against fault and performance criteria.
- f. Monitor State's Unified Contact Center Express (UCCX) environment, offer event remediation, and provide guidance and/or perform general maintenance and user administration as requested through DoIT-Telecommunications.

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- g. provide assistance to DoIT-Statewide Telecommunications to manage the day to day operation of Cisco Unified Communications infrastructure, including:
 - 1) Review and Confirm Reported Incidents
 - 2) Incident Correlation for Root Cause
 - 3) Incident Resolution UCCX scripts
 - 4) UCCX dialers
 - 5) UCCX CTI Port utilization
 - 6) UCCX CTI Route Point utilization
 - 7) AQM recording
 - 8) Verify that the State’s software and OS are current for existing version
 - 9) Hardware checks to evaluate upgrade options
 - 10) Memory
 - 11) HD space
 - 12) Processor
 - 13) IOS versions on routers/switches
 - 14) Bug checks for IOS
 - 15) Upgrade paths

1.8 INCIDENT MANAGEMENT

- a. Incident management is the process used to solve real-time incidents. Incident management will manage the restoration of normal service operations as quickly as possible with minimum disruption to the State of New Hampshire’s NH VoIP system(s)
 - 1) The incident management processes shall include multiple levels of support provided by Contractor. The Contractor shall partner with DoIT-Telecommunications to restore the managed agency to its normal operation state. It also includes creating, maintaining, and publishing documents that indicate the status of the incident through the resolution and closure process.
- b. Notifications shall be through DoIT-Telecommunications via email and/or phone call on every validated event via the prescribed escalation procedures.
- c. Priorities: Tickets will be worked in order of priority. Priorities are established by the State on a per-ticket basis depending on a variety of factors including, severity, scope of impact, and service level (Reference Exhibit G for priority levels and required service response times).
 - 1) Isolation: The Contractor will isolate and locate the cause of the incident. Once isolation has occurred, the Contractor shall update the ticket with information related to the isolation and then proceed to the resolution.
- d. Resolution: After the incident has been isolated, the Contractor shall work to resolve the incident. Resolution is complete when full functionality is restored. The resolution process includes an action the Contractor requires to restore functionality or implement a workaround. The Contractor shall utilize work-around solutions to restore all or partial functionality when full functionality cannot be restored within service level agreements. When a work-around is utilized, the incident will continue to remain open and will be worked by the Contractor until resolved. The Contractor shall advise DoIT-Telecommunications of the resolution timeframe following implementation of a work-around. If DoIT-Telecommunications agrees that a change is required to resolve an issue or implemented work around, the Contractor will partner with DoIT-Telecommunications to effect the change.

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- e. Documentation: The Contractor will provide documentation to DoIT-Telecommunications on issue and resolution, including root cause.
- f. Provide Incident and Performance reporting.
- g. Offer event remediation, and provide guidance and/or perform general maintenance and user administration as requested through Statewide Telecommunications.
- h. DoIT- Telecommunications will work with the Contractor to ensure Contractor management of the operation of Cisco UCCX & AQM infrastructure, including:
 - 1) 24/7/365 monitoring of all core UCCX/AQM infrastructure
 - 2) 24/7/365 remediation of critical events
 - 3) 8am - 5pm (EST) general support for UCCX/AQM systems for non-critical events
 - 4) Day to day operational assistance including remote Move/Add/Change/Delete (MACD's) with the existing Cisco UCCX environment, excluding cabling or physical installation
 - 5) Recommendations for updates and network changes
 - 6) SLA to ensure timely and quality service
 - 7) Preferred customer pricing on service and Project hours. Annual Call Center review and evaluation services
 - 8) Included with this service will be a yearly UC Audit
 - 9) Items to be evaluated for optimum performance and functionality: Call flow review to include route patterns and router signaling protocol (MGCP, H.323, SIP, etc.)
 - 10) Codec selection, Call Admission Control and Location configurations
 - 11) Licensing compliance
- i. Services shall include creating, maintaining, and publishing documents that indicate the status of the incident through the resolution and closure process.
- j. The Contractor must fully cooperate with future Contractors for the replacement of services at the initiation and termination of contract to ensure service transfer with a minimum interruption of service. Items to be evaluated for optimum performance and functionality:
 - 1) Call flow review to include route patterns and router signaling protocol (MGCP, H.323, SIP, etc.)
 - 2) Codec selection, Call Admission Control and Location configurations
 - 3) Licensing compliance.
 - 4) AQM Voice Recording
 - 5) Communications Manager features (MeetMe, ConferenceNow, IP Communicator, Jabber, Call Park, Call Pickup Groups, Hunt Groups, Extension Mobility, Attendant Console, etc.)
 - 6) Media Resource utilization (MoH, MTP, Transcoding, Conferencing, etc.)
 - 7) Voicemail configuration.
 - 8) Phone/User configuration and association. Local user database, AD integrated (required for DHHS AQM).
 - 9) User Groups and Roles configuration
- k. Review existing UCCX:
 - 1) UCCX Scripts
 - 2) UCCX Dialers
 - 3) UCCX CTI Port utilization
 - 4) UCCX CTI Route Point utilization

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- 5) AQM All
- 6) Call recording
- 7) AQM Voice Recorded Signature capture
- 8) NIC speeds and feeds
- i. Verify that the State's software and OS are current for existing version
- m. Hardware checks to evaluate upgrade options:
 - 1) Memory
 - 2) HD space
 - 3) Processor
 - 4) IOS versions on routers/switches
 - 5) Bug checks for IOS
- n. DoIT- Telecommunications Service Center Extension
- o. DoIT- Telecommunications technicians may report incidents via email or phone. The Contractor shall determine suggested further action that may be required.

1.9 GENERAL PROJECT ASSUMPTIONS

- 1.9.1 The Contractor will propose and provide tracking tools and templates in Microsoft Excel to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of Requests. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which one(s) will be used for the project.
 - 1.9.1.1 The Contractor shall utilize and retain any State issued DoIT-Telecommunications Service Request numbers as a cross reference to any Contractor order number. Contractor shall acknowledge receipt and acceptance of orders within timelines defined in Exhibit G by means of an email distributed to the State identified contact(s).
- 1.9.2 The Contractor will monitor the State's UC Environment and the State will build a VPN site-to-site tunnel for communication between the Contractor and the monitoring device.
- 1.9.3 Prior to the commencement of work and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.
- 1.9.4 The Contractor 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. Security requirements are defined in Appendix C-2 of the Request for Proposal. The Contractor 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.
- 1.9.5 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 failure by the Contractor, in whole or in part, through completion of all work performed under this Contract, and any extensions thereof.

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1.10 DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Pricing and payment schedule for Deliverables, Milestones and Activities listed in the table below are set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

Table 1.10: DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

	Activity, Deliverable Requirements, or Milestone	Delivery Type	Projected Delivery
IMPLEMENTATION PROCESS			
1	Conduct Project Kickoff Meeting	Meeting	WEEK 1
2	Complete Work Plan Documentation	Written	WEEK 2
3	Scheduled Maintenance Processing Procedure	Written	WEEK 3
4	Communications and Change Management Procedure	Written	WEEK 3
5	MACD Request Processing Procedure	Written	WEEK 3
6	Service Block Request Procedure	Written	WEEK 4
7	Documentation of Operational Procedure(s)	Written	WEEK 5
8	Monitoring Solution Portal, configured, and Operational	State Access	WEEK 6
ON-DEMAND SUPPORT & MONITORING SERVICES			
9	Monthly Monitoring and Maintenance Report(s)	Written	MONTHLY
10	Monthly MACD Reports	Written	MONTHLY
11	Service Block Request/Resolution Reports	Written	PER OCCURANCE
12	Conduct Contract Exit Meeting	Meeting	MONTH 36

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PRICE AND PAYMENT SCHEDULE**

EXHIBIT B – PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 NOT TO EXCEED

This is a Not to Exceed (NTE) Contract for the period between the Effective Date through the date indicated in Part 1, P-37 General Provisions – Block 1.7: *Completion Date*. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State upon the completion of the Implementation Process and thereafter invoice on the fifteenth (15th) of each month for the Support and Maintenance in equal MONTHLY “Managed Service Fee” amounts as defined in Table 1.1A and Table 1.1B below:

Table 1.1A: Upon completion of the Implementation Process, The Contractor shall invoice the State for Contract Implementation, Annual Service Block*

SFY 2019	Month	Description	Amount
2019	April 15th	Contract Implementation Process	\$ 6,200.00
2019	April 15th	Annual Service Block	\$ 5,000.00 *
		Enhancement Contingency	\$ 10,000.00 **
		Maximum Implementation Payments	\$ 21,200.00

Table 1.1B: Thereafter, the Contractor shall invoice the State on the 15th of each month in equal MONTHLY amounts during the Term of the Contract as follows:

SFY 2019	Month	Description	Amount
2019	April 15th	Monthly Managed Service Fee	\$ 4,795.00
2019	May 15th	Monthly Managed Service Fee	\$ 4,795.00
2019	June 15th	Monthly Managed Service Fee	\$ 4,795.00
		Total of monthly Payments for SFY 2019	\$ 14,385.00

SFY 2020	Month	Description	Amount
2019	July 15th	Monthly Managed Service Fee	\$ 4,795.00
2019	August 15th	Monthly Managed Service Fee	\$ 4,795.00

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2019	September 15th	Monthly Managed Service Fee	\$	4,795.00
2019	October 15th	Monthly Managed Service Fee	\$	4,795.00
2019	November 15th	Monthly Managed Service Fee	\$	4,795.00
2019	December 15th	Monthly Managed Service Fee	\$	4,795.00
2020	January 15th	Monthly Managed Service Fee	\$	4,795.00
2020	February 15 th	Monthly Managed Service Fee	\$	4,795.00
2020	March 15th	Monthly Managed Service Fee	\$	4,795.00
2020	April 15th	Annual Service Block	\$	5,000.00 *
2020	April 15th	Monthly Managed Service Fee	\$	4,795.00
2020	May 15th	Monthly Managed Service Fee	\$	4,795.00
2020	June 15th	Monthly Managed Service Fee	\$	4,795.00
Total of monthly payments for SFY 2020			\$	62,540.00

SFY 2021	Month	Description	Amount
2020	July 15th	Monthly Managed Service Fee	\$ 4,795.00
2020	August 15th	Monthly Managed Service Fee	\$ 4,795.00
2020	September 15th	Monthly Managed Service Fee	\$ 4,795.00
2020	October 15th	Monthly Managed Service Fee	\$ 4,795.00
2020	November 15th	Monthly Managed Service Fee	\$ 4,795.00
2020	December 15th	Monthly Managed Service Fee	\$ 4,795.00
2021	January 15th	Monthly Managed Service Fee	\$ 4,795.00
2021	February 15th	Monthly Managed Service Fee	\$ 4,795.00
2021	March 15th	Monthly Managed Service Fee	\$ 4,795.00
2021	April 15th	Monthly Managed Service Fee	\$ 4,795.00
2021	April 15th	Annual Service Block	\$ 5,000.00 *
2021	May 15th	Monthly Managed Service Fee	\$ 4,795.00
2021	June 15th	Monthly Managed Service Fee	\$ 4,795.00
Total of monthly payments for SFY 2021			\$ 62,540.00

SFY 2022	Month	Description	Amount
2021	July 15th	Monthly Managed Service Fee	\$ 4,795.00
2021	August 15th	Monthly Managed Service Fee	\$ 4,795.00
2021	September 15th	Monthly Managed Service Fee	\$ 4,795.00

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2021	October 15th	Monthly Managed Service Fee	\$	4,795.00
2021	November 15th	Monthly Managed Service Fee	\$	4,795.00
2021	December 15th	Monthly Managed Service Fee	\$	4,795.00
2022	January 15th	Monthly Managed Service Fee	\$	4,795.00
2022	February 15th	Monthly Managed Service Fee	\$	4,795.00
2022	March 15th	Monthly Managed Service Fee	\$	4,795.00
Total of monthly Payments for SFY 2022				\$ 43,155.00

- a. ***Service Block:** This allows the State to engage the Contractor to perform Professional Services as requested by the State of New Hampshire.
**** Enhancement Contingency:** This amount shall only be billed should the State engage the Contractor for Services beyond the scope allowance of the Service Block. Any balance shall carry from SFY to SFY until the Contract end date.
- b. The Contractor agrees that the State is not obligated to request or engage the Contractor for Professional Services at any time during the term of this Contract.
- c. Beginning January 1, 2020, the State may, at its discretion, use any unexpended Service Block funds (including the entire amount) against future invoices for Service Block payments or monthly managed service fee(s).

1.2 FUTURE CONTRACTOR RATES WORKSHEET

The State may request additional Services from the Contractor in the event that additional Service is required. The following Table 1.3 identifies Contractor hourly rates for any request for additional Services. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year.

Table 1.2.: Future Contractor Hourly Rates Worksheet

Position Title	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023
Project Manager	\$ 177.16	\$ 177.16	\$ 177.16	\$ 177.16	\$ 177.16
Project Coordinator	\$ 144.20	\$ 144.20	\$ 144.20	\$ 144.20	\$ 144.20
Senior Systems Engineer	\$ 215.27	\$ 215.27	\$ 215.27	\$ 215.27	\$ 215.27
Systems Engineer	\$ 178.00	\$ 178.00	\$ 178.00	\$ 178.00	\$ 178.00
Service Technician	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00

1.3 MANAGED SERVICES PRICING WORKSHEET

Pricing must reflect the payment of maintenance through the Contract end date. Price should reflect the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period.

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PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Table 1.3: Managed Services Pricing Worksheet

MANAGED SERVICES	BASE CONTRACT					EXTENSIONS			GRAND
	SFY 2019	SFY2020	SFY2021	SFY 2022	TOTAL	SFY 2022	SFY 2023	SFY 2024	TOTAL
Implementation Process	\$6,200.00	0	0	0	\$6,200.00	0	0	0	\$6,200.00
UCCX/AQM Monitoring, Management & Support	\$14,385.00	\$57,540.00	\$57,540.00	\$43,155.00	\$172,620.00	\$14,385.00	\$57,540.00	\$43,155.00	\$287,700.00
Service Block	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$15,000.00	\$5,000.00	\$5,000.00	\$0.00	\$25,000.00
Enhancement Contingency	10,000.00				\$10,000.00				\$10,000.00
GRAND TOTAL	\$35,585.00	\$62,540.00	\$62,540.00	\$43,155.00	\$203,820.00	\$19,385.00	\$62,540.00	\$43,155.00	\$328,900.00

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in the P-37 General Provisions Block 1.8: *Price Limitation*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

3. INVOICING

The Contractor shall submit invoices monthly to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State’s approval, which shall not be unreasonably withheld. The Contractor 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:

DoIT-Telecommunications
Department of Information Technology
27 Hazen Drive – 300C
Concord, NH 03301

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PRICE AND PAYMENT SCHEDULE**

4. PAYMENT ADDRESS

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

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. CREDITS

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

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PART 3 - EXHIBIT C
SPECIAL PROVISIONS**

EXHIBIT C – SPECIAL PROVISIONS

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

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PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES**

EXHIBIT D – ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

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

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

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

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

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and

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access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

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

6. ACCOUNTING REQUIREMENTS

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

EXHIBIT E – IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

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

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

- a. **Introductory Meeting:** Participants will include the Contractor’s Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and the Contractor’s Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Monthly Status Reporting:** will include, at the minimum, Monitoring and Maintenance Reporting, MACD Reporting, Incident Reporting, Scheduled Maintenance Reporting, Change Request Reporting, Ticket Creation and Status Reporting, Change Management, Functional Change Requests, Service Block Request Reporting, Scripting Requests, Incident Support Reporting. The Contractor’s Project Manager and the State Project Manager shall participate in review of these reports. These Reports shall be submitted at least Monthly and address overall Project status and any additional topics needed to remain on schedule and within budget. An overall status and error report from the Contractor shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at least monthly and updated, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from the Contractor 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 the Contractor to prepare agendas and background for and minutes of these discussions. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor’s responsibility.

The Contractor’s Project Manager or the Contractor’s Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor’s Project Manager shall assist the State’s Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional

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IMPLEMENTATION SERVICES**

cost to the State. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during month being reported;
- d. Planned activities for the upcoming month;
- e. Future activities; and
- f. Issues and concerns requiring resolution.
- g. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor 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

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan;

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

The Contractor 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.

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. 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.

2.3 CHANGE MANAGEMENT AND TRAINING

The Contractor'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.

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PART 3 - EXHIBIT F
TESTING SERVICES**

EXHIBIT F – TESTING SERVICES

The Contractor shall provide the following Products and Services described in Part 3 - Exhibit F: *Testing Services*, including but not limited to:

1. TESTING AND ACCEPTANCE

The Contractor shall bear all responsibilities for the full suite of Test Planning and Preparation throughout the project. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each software function or script.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the system as a whole, (e.g., software configuration or scripts, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct deficiencies and support required re-testing.

1.2. TEST PLANNING AND PREPARATION

The Contractor shall provide the State with an overall Test Plan that will guide all testing. The Contractor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, Unit Tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test Data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance

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with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The Contractor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.3. UNIT TESTING

In Unit Testing, the Contractor shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

In Unit Testing, the Contractor shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

1.4. SYSTEM INTEGRATION TESTING

The Software/System is tested in integration with other application Systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by The Contractor to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes and the flow of information across applications, if appropriate. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission of all electronic documents.

1.5. CONVERSION/MIGRATION VALIDATION TESTING

The conversion validation test should replicate the entire flow of the converted Data through the Software/System. As the Software/System is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted Data through these interface points performs correctly. The Contractor responsibilities for conversions and interfaces, The Contractor will execute the applicable validation tests and compare execution results with the documented expected results, extract and cleanse data.

1.6. INSTALLATION TESTING

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In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.

1.7. USER ACCEPTANCE TESTING (UAT)

The User Acceptance Test (UAT) is a Verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan. Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence.

1.8. PERFORMANCE TUNING AND STRESS TESTING (NOTE: IF APPLICABLE)

The Contractor shall develop and document software configuration and tuning of Software/System infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the Software/System throughout the Project.

1.8.1. SCOPE

The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

Performance testing and tuning shall occur in the final production environment.

1.8.2. TUNING

Tuning will be led by the Contractor and occur during both the development of the application and testing. Tuning is the process whereby the application performance is maximized. This can be the

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result of making code more efficient during development as well as making tuning parameter changes to the environment.

1.9. REGRESSION TESTING

As a result, of the user testing activities, problems will be identified that require correction. The State will notify The Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.

In designing and conducting such Regression Testing, The Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the Regression Tests. In other words, The Contractor will be expected to design and conduct Regression Tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations. The Contractor will be expected to execute the Regression Test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

1.10. SECURITY REVIEW AND TESTING

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation. All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and Software 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 the necessary Confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include penetration tests (pen tests) and application vulnerability scanning.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary Confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. The Contractor shall provide a certificate of application, vulnerability scanning, and 3rd party Penetration Tests (pen test) when appropriate. Prior to the System being moved into production the Contractor shall provide results of all security testing to the Department of Information Technology for Review and Acceptance.

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PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

EXHIBIT G – MONITORING, MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MONITORING & MAINTENANCE

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

1.1 CONTRACTOR'S RESPONSIBILITY

The Contractor shall monitor & maintain the State's Cisco Unified Communications (UC) System in accordance with the Contract.

1.1.1 24/7/365 monitoring, notification and break/fix services for UCCX/AQM and day to day assistance during State business hours, 8am - 5pm (EST), including assistance with remote configuration of Move/Add/Change/Delete (MACD's) within the Cisco UCCX/AQM environment. As well as coordination with DoIT-Telecommunications for all Cisco maintenance upgrades/patches to coincide with establish maintenance windows

1.1.1.1 Incidents and requests will be identified/acknowledged via the Contractor's tracking system and shall send confirmation to DoIT-Telecommunications of case creation via email within 1 hour.

1.1.2 Any and all break/fix services for are IN SCOPE for duration of this contract.

1.1.3 Scheduled maintenance will be completed in the time frame established by the State within a pre-defined after-hours maintenance window (Mondays 3:00 AM – 5:00 AM)

2. SYSTEM SUPPORT

2.1 The Contractor will be responsible for performing remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

2.2 As part of the agreement, ongoing monitoring, maintenance and support levels shall be responded to according to the following:

2.2.1. Monitoring Services – Contractor will provide 24/7/365 device monitoring and email notification of system events, including impact on system operations. The Contractor shall provide the State (at a minimum-unless otherwise agreed) "read-only" access to their monitoring portal, at no additional cost to the State of New Hampshire, - available 24/7/365 (excluding scheduled maintenance outages). Incidents will be identified within the following parameters:

Table 2.2.1: Monitoring Services and Response times

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P1 Priority (Critical)	30 minutes
P2 Priority (Major)	60 minutes
P3 Priority (Minor)	24 hours

2.2.2. Incident Management – Incidents shall be defined by the State, based on criticality as follows:

Table 2.2.2: Incident Management Incident Types

Incident Type	Working Incident Within	Incident Impact
P1 Priority (Critical)	15 minutes	A critical system or service is unavailable, causing a severe impact on operations. There is no alternative, redundant or back-up to this system or service.
P2 Priority (Major)	30 minutes	A critical system or service is slowed or interrupted, however a work-around is in place so that operations can continue. A service interruption is occurring on a non-critical system or service.
P3 Priority (Minor)	30 minutes	The functionality of a non-critical system or service has been degraded. An error has been detected that is not affecting service performance or availability

2.2.3. Incident Management – (break/fix) will be resolved within the following timeframes:

Table 2.2.3: Incident Management Resolution Time

Incident Type	Resolution Time
P1 Priority (Critical)	4 Hours
P2 Priority (Major)	2 Business Days
P3 Priority (Minor)	3 Business Days

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- 2.2.4. Scheduled Maintenance and Functional Change Requests** – will be prioritized and scheduled by the State to be performed typically within a NH VoIP maintenance window, and resolved within the following timeframes (unless otherwise requested by the State):

Table 2.2.4: Scheduled Maintenance and Functional Change Requests Resolution Time

Request Type	Resolution Time
P1 Priority	2 Business Days
P2 Priority (Major)	5 Business Days
P3 Priority (Minor)	10 Business Days

- 2.2.5. Service Request Management (MACD Requests)** – Move/Add/Change/Delete Requests shall be completed within the following timeframes:

Table 2.2.5: Service Request Management (MACD Requests) Resolution Table

Request Type	Response Time	Resolution Time
Priority 1 Expedited	15 minutes	4 Hours.
Priority 2 Basic	30 minutes	1 Business Day
Priority 3 Routine	30 minutes	2 Business Days

- 2.2.6. Response Deficiencies** – The Department shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within two (2) hours of notification of planned corrective action.
- 2.2.7. Support Escalation Table:** In the event a System Support Event or Request generates the need for clarification or escalation, by the Contractor or the State, the following table shall apply for primary, secondary and tertiary contacts for the DoIT-Telecommunications and the Contractor.

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Table 2.2.7: Support Escalation Table

Level	NWN Corporation	STATE
Primary	Bill M Vigne Account Executive	Danny Caudle Project Manager
Secondary	Bobby Parrish Vice President of Service Delivery	Joseph Luna Contract Manager
Tertiary	Bill McCarthy Senior Vice President - NCare	Wendy Pouliot Director

3. SUPPORT OBLIGATIONS AND TERM

- 3.1** The Contractor shall provide maintenance of the UCCX/AQM System in accordance with the Specifications and terms and requirements of the Contract, including but not limited to S1.1 through S1.20 of the Support and Maintenance Requirements in Exhibit H Requirements, Attachment 1.
- 3.2** The Contractor shall maintain a record of the activities related to monitoring, maintenance and MACD activities performed for the Department.
- 3.3** For all maintenance, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution information; Resolved by; Identifying number i.e. work order number; and Issue identified by.
- 3.4** The Contractor must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: mean time between reported deficiencies; diagnosis of the root cause of the problem; and identification of repeat calls or repeat problems.
- 3.5** If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor 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 13.1.1.2, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request.

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PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

3.6 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor 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 14.

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PART 3 - EXHIBIT H
REQUIREMENTS**

EXHIBIT H – REQUIREMENTS

Exhibit H – Not Applicable to this Contract

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PART 3 - EXHIBIT I
WORK PLAN

EXHIBIT I – WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within 15 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 the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor 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 Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan and shall support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- 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 Contract 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.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Project Management

- The State shall approve the Project Management Methodology used for the Contract.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder shall be maintained within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This shall include all Final versions of all Documentation.
- The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

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PART 3 - EXHIBIT I
WORK PLAN

C. Reporting

- The Contractor shall conduct monthly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

D. User Training

- The Contractor's Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.

E. Performance and Security Testing

- The Contractor's Team shall provide a performance testing to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with the Contractor on all testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

1) Contractor Team Project Executive

The Contractor Team's Project Executives (Contractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) Contractor Team Project Manager

The Contractor 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 Contractor Implementation Team. The Contractor 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 the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide monthly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review 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 as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;

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WORK PLAN

- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff to the Contractor operational staff;
- Manage Transition Services as needed.

3) Contractor Team Analysis

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) Contractor Team Tasks

The Contractor team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. State Roles and Responsibilities

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

1) State Project Manager

The State Project Manager shall work side-by-side with the Contractor Project Manager. The role of the State Project Manager is to manage State resources, 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

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WORK PLAN

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 Contractor team;
- Assist the Contractor 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 Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

2) State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Contractor Solution and the business processes the application supports.

3) State Technical Lead

The State's Technical Lead reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a

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Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and

- Represent the technical efforts of the State at Project meetings. Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State’s team and any external third party involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. PRELIMINARY WORK PLAN

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

- *A more detailed work plan will with detailed deliverables for each task will be collectively executed during the enablement process. A sample has already been shared with the state*

Table 3.1: High Level Preliminary Plan

Agreement executed	♦		
Kick-Off Meeting		Week 1	Week 1
Submission/Review/Acceptance of Work Plan	2 weeks	Week 1	Week 2
Approval of deficiency correction procedure	2 weeks	Week 1	Week 3
Approval of Ticketing Procedure	2 weeks	Week 1	Week 3
Solution(s) configuration(s)	3 weeks	Week 2	Week 4
VPN/System Connectivity	5 weeks	Week 2	Week 6
Go-Live	6 weeks	Week 1	Week 6
Post Go-Live Meeting		Week 7	Week 7

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PART 3 - EXHIBIT J
SOFTWARE AGREEMENT**

EXHIBIT J – SOFTWARE AGREEMENT

Exhibit J – Not Applicable to this Contract

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PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE**

EXHIBIT K – WARRANTY & WARRANTY SERVICE

1. SYSTEM

The Contractor warrants that the Contractor's services performed on the State's UC System will operate to conform and conform to industry standards, the Specifications, terms, and requirements of the Contract.

2. COMPATIBILITY

The Contractor warrants that all work performed by the Contractor, including but not limited to the Contractor's coordination with the State for the State's minor upgrading and/or patching of System Software components provided to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

3 SERVICES

The Contractor 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.

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PART 3 - EXHIBIT L
TRAINING SERVICES**

EXHIBIT L – TRAINING SERVICES

1. The Contractor shall provide the following Training Services throughout the term of the Contract.
 - a. The Contractor shall provide as needed training (train-the-trainer) to DoIT-Statewide Telecommunications technicians and agency contact center support staff in relation to any functionality changes, and development of contact center reporting. Provide as needed training (train-the-trainer), on-going training and guidance to DoIT-Telecommunications so they can continue to effectively perform tasks (moves, adds, changes, deletes; MACD's) within the NH VoIP Cisco UC environment, including tasks within Cisco UCCX & AQM.

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PART 3 - EXHIBIT M
AGENCY RFP WITH ADDENDUMS, BY REFERENCE**

EXHIBIT M – AGENCY RFP WITH ADDENDUMS, BY REFERENCE

Department of Information Technology RFP 2018-113 Managed Services & Support of NH VoIP Cisco UC Systems dated July 2, 2018 is hereby incorporated by reference as fully set forth herein.

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PART 3 - EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE**

EXHIBIT N – VENDOR PROPOSAL, BY REFERENCE

NWN Corporation Proposal to Department of Information Technology RFP 2018-113 Managed Services and Support of NH VoIP Cisco UC Systems dated August 8, 2018 (revised September 26, 2018) is hereby incorporated by reference as fully set forth herein.

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MANAGED SERVICES & SUPPORT OF NH VOIP CISCO UC SYSTEMS
2018-113
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

EXHIBIT O – CERTIFICATES AND ATTACHMENTS

Attached are:

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

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State of New Hampshire

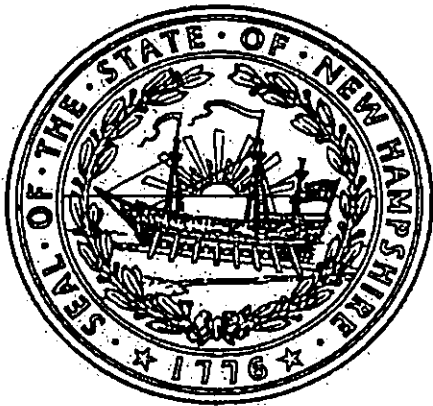
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NWN CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on January 08, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 736992

Certificate Number: 0004493613



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2019.

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

William M. Gardner
Secretary of State

Acknowledgment Certificate

COMMONWEALTH OF MASSACHUSETTS

Commonwealth of Massachusetts

County of Middlesex

On this 9 day of April, 2019, before me, the undersigned Notary Public, RICHARD E. JOHNSON, CTO personally appeared, and proved to me through satisfactory evidence of identification, which were MASS DRIVER'S LICENSE to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that she/he/they signed it voluntarily for its stated purpose.



R. Lee Fields

R. Lee Fields, Notary Public

My Commission Expires May 25, 2023

Certificate Attached to: Agreement / GENERAL PROVISIONS



NWNCORP-01

MALSA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2019

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

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


PRODUCER Krauter & Company 1350 Avenue of the Americas 18th Floor New York, NY 10019	CONTACT NAME: PHONE (A/C, No, Ext): (212) 596-3400 FAX (A/C, No): (212) 596-3460	
	E-MAIL ADDRESS:	
INSURED NWN Corporation 271 Waverly Oaks Road Waltham, MA 02452	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire Insurance Company of Hartford	NAIC # 20478
	INSURER B: Continental Insurance Company	35289
	INSURER C:	
	INSURER D:	
	INSURER E:	

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	ADOL 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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6045650313	12/15/2018	12/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6045650294	12/15/2018	12/15/2019	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			6045855646	12/15/2018	12/15/2019	<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)
RE: 2018-113 DoIT Telecom - Managed Services and Support NH VoIP Cisco System
State of NH, Department of Information Technology is listed as additional insured in respects of the General Liability Insurance as required by written contract, subject to policy's provisions and exclusions.

CERTIFICATE HOLDER State of NH, Department of Information ATTN: Chief Information Officer 27 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Krauter & Company		NAMED INSURED NWN Corporation 271 Waverly Oaks Road Waltham, MA 02452	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

NAME INSUREDS SCHEDULE:

NWN CORPORATION
NS NWN ACQUISITION LLC
NWN PARENT HOLDINGS LLC
NWN HOLDINGS LLC
NWNCOMM LLC
NWN ACQUISITION HOLDING COMPANY LLC
NWN ROLLOVER HOLDINGS LLC
WESTERN BLUE CORPORATION
COMFRAME SOFTWARE CORPORATION
SYSTEMS ENGINEERING, INC.

WORKERS COMPENSATION (CA ONLY)

POLICY NUMBER **6045855579**
 CARRIER: **C.N.A**
 E.L. EACH ACCIDENT **\$1,000,000**
 E.L. DISEASE - EA EMPLOYEE **\$1,000,000**
 E.L. DISEASE - POLICY LIMIT **\$1,000,000**
 (Per Statue)