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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 120

Concord, New Hampshire 03301

Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

October 26, 2020

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

REQUESTED ACTION

Authorize the Department of Administrative Services to exercise a **sole source** contract amendment with Computer Aid, Inc ("CAI") of Allentown, PA. (Vendor No. 166960) for IT Professional Vendor Managed Services. The original contract was approved by Governor and Executive Council on April 17th, 2019, item #148 and is scheduled for expiration on December 31, 2021. This amendment is a request to increase the price limitation of the contract by \$2,000,000.00, for a new price limitation of \$7,000,000.00. All other provisions of the Agreement, approved by the Governor and Executive Council, shall remain in full force and effect.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This first **sole source** amendment request is being submitted in order to allow adequate funding for IT Professional Vendor Managed Services through December 31, 2021, the expiration date of this contract. Presently, approved projects under this contract total approximately \$4,000,000.00 and an increased usage volume continues due to the COVID-19 pandemic.

The \$2,000,000.00 increase is based on a recommendation by DoIT and supported by DAS.

The Department of Information Technology verified that Computer Aid, Inc. met all of the technical requirements of the desired services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles M. Arlinghaus".

Charles M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

September 21, 2020

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Computer Aid, Inc. (CAI), of Allentown, PA, as described below and referenced as DoIT No. 2019-002A.

The purpose of this contract amendment with Computer Aid, Inc. is to increase the price limitation by \$2,000,000, from \$5,000,000 to \$7,000,000, with no change to the contract end date. Increasing the price limit of the State's contract with CAI will allow DoIT to continue working with agencies in need of IT Professional Vendor Managed Services. As technical solutions continue to evolve, this contract allows for State agencies to supplement their staff with highly skilled professionals.

This amendment shall be effective upon the date of Governor and Executive Council approval through December 31, 2021.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik/ck
DoIT #2019-002A

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN COMPUTER AID, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR IT PROFESSIONAL VENDOR MANAGED SERVICES
CONTRACT # 8002519**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 25th day of September, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Computer Aid, Inc. (hereinafter referred to as "the Contractor") for IT Professional Vendor Managed Services.

WHEREAS, pursuant to an agreement effective April 17, 2019 set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain IT Professional Vendor Managed services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the General Provisions of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$7,000,000.00

2. All other provisions of the Agreement, approved by the Governor and Executive Council on April 17, 2019, shall remain in full force and effect.

COMPUTER AID, INC.

By: _____

Linda Leiby

(Print Name)

Title: VP Contingent Workforce Solutions

Date: 9/25/20

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 25 day of September, 2020

There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Linda Leiby

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal:

Commonwealth of Pennsylvania - Notary Seal
DEBRA L LESHAK - Notary Public
Dauphin County
My Commission Expires Apr 18, 2023
Commission Number 1232712

(Notary Public/Justice of the Peace)

My commission expires:

April 18, 2023

(Date)

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner

Department of Administrative Services

Date: 10/26/20

OFFICE OF THE ATTORNEY GENERAL

By: _____

Takhmina Rakhmarova
(Print Name)

Title: Assistant Attorney General

Date: 10/27/2020

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

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 COMPUTER AID, INC. is a Pennsylvania Profit Corporation registered to do business in New Hampshire as CA11 on October 11, 1999. 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: 326330

Certificate Number: 0005022356



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of October A.D. 2020.

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

William M. Gardner
Secretary of State



COMPUTER AID, INC. | CORPORATE OFFICE
1390 Ridgeview Drive, Allentown, PA 18104

RESOLUTION


Whereas, it is in the best interests of this corporation to enter into a contract with the State of New Hampshire – Department of Administrative Services Bureau of Purchase and Property P-37 Agreement.

NOW THEREFORE, IT IS RESOLVED, that Linda Leiby, is authorized to serve as Computer Aid Inc.'s authorized signatory for the state of New Hampshire – Department of Administrative Services Bureau of Purchase and Property P-37 Agreement.

CERTIFICATE OF RESOLUTION

I, Thomas A. Salvaggio, Corporate Secretary of Computer Aid, Inc., a corporation founded in the Commonwealth of Pennsylvania, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the corporation, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the corporation, on the 16th day of October 2020, at which meeting a quorum of the Board was present.

Executed by me as Corporate Secretary of the corporation on this 16th day of October 2020.

DocuSigned by:

008D7A385E824F6...
Thomas A. Salvaggio

President/Corporate Secretary

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC One Executive Drive Somerset, NJ 08873		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: somersetclsupport@mma-ne.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Federal Insurance Company		20281
INSURED Computer Aid, Inc. 1390 Ridgeview Drive Allentown, PA 18104		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		35947482	12/01/2019	12/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	71739531	12/01/2019	12/01/2020	<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)

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Department of Administrative Services Bureau of Purchase and Property State House Annex, Rm 102,25 Capital St Concord, NH 03301	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 
--	--

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State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

Charles M. Arlinghaus
Commissioner
(603)-271-3201

Joseph B. Bouchard
Assistant Commissioner
(603)-271-3204

Catherine A. Keane
Deputy Commissioner
(603)-271-2059

March 25, 2019

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to enter into a contract with Computer Aid, Inc. ("CAI") of Allentown, PA, (Vendor No. 166960) for IT Professional Vendor Managed Services. This Contract shall be effective upon Governor and Executive Council approval and extend through December 31, 2021. The Contract Term may be extended up to two (2) times for up to two (2) years each, at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended term, up to but not beyond December 31, 2025. The price limitation of this contract is \$5,000,000.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This contract provides IT, Professional Vendor Managed Services to enable State Agencies to procure temporary staff for project based and short term needs. This contract will allow agencies to procure IT professionals, on a part time basis, with technical skills not available through State staff due to time/workload constraints and/or available technical skills. The State currently utilizes four (4) contracts for Advanced Temporary Technical Services (CATTS) which expire on December 31, 2019.

The Department of Information Technology (DoIT) worked closely with this Department to review Computer Aid, Inc.'s response to Sourcwell (Previously National Joint Powers Alliance) RFP #020817. The RFP received six (6) compliant responses which were scored with a maximum score of 1,000 points. Computer Aid, Inc. submitted the highest scoring proposal and was awarded a contract to provide these services.

The contract with Computer Aid, Inc. includes thorough detail on pricing for specific technical roles, of which there are 137. The wide range of roles will allow Agencies to properly draft scopes for project based needs which will require State Chief Information Officer approval prior to release to Contractor.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
March 25, 2019
Page 2 of 2

Based on the foregoing, I am respectfully recommending approval of the contract with Computer Aid, Inc.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ch. Arlinghaus", written in a cursive style.

Charles M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

March 11, 2019

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Computer Aid, Inc. (CAI), of Allentown, PA, 18104, as described below and referenced as DoIT No. 2019-002.

This contract will provide IT Professional Vendor Managed Services allowing agencies across the State to more easily and accurately solicit temporary staff for project based and short term IT related needs. This Contract is the result of competitive bid #020817 which was executed by Sourcewell. Sourcewell, formerly National Joint Powers Association, is a cooperative organization that streamlines the procurement process by developing RFPs for national, competitive solicitations and award contracts that allow government, education, and nonprofit organizations to participate in.

This is a Statewide contract with an amount not to exceed \$5,000,000 and shall become effective upon Governor and Executive Council approval through December 31, 2021.

A copy of this letter should accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2019-002

Cc: Ryan Aubert, DAS



Form G
Managed Service Provider (MSP) for Information Technology and I.T. Staff Augmentation

	Possible Points	Acro Service Corporation	Computer Aids, Inc.	Dahl Consulting, Inc.	Edat Integrated Software Solutions, Inc.	Fivesky LLC	Gateway Solutions, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	40	40	42	38	35	36
Pricing	400	347	335	303	318	200	273
Financial, Industry and Marketplace Successes	75	64	65	58	58	49	49
Bidder's Ability to Sell/ Service Contract							
Nationality	100	80	86	80	82	73	71
Bidder's Marketing Plan	50	41	41	38	35	38	33
Value Added Attributes	75	69	65	66	66	58	51
Warranty Coverage and Information	50	38	44	43	42	42	42
Selection and Variety of Products and Services Offered	200	180	168	158	155	145	137
Total Points	1,000	839	845	790	794	640	602

Chris Robinson, JD, NJPA

Kath Hanson, CPA, NJPA

Kim Austin, NJPA


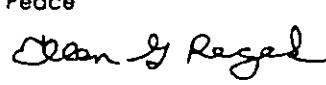

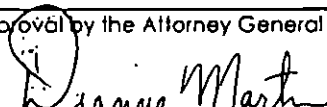
Subject: IT Professional Vendor Managed Services

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Computer Aid, Inc.		1.4 Contractor Address 1390 Ridgeview Drive Allentown, PA 18104	
1.5 Contractor Phone Number 717-651-3203	1.6 Account Number Multiple	1.7 Completion Date 12/31/2021	1.8 Price Limitation \$5,000,000.00
1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Thomas A Salvaggio, President/Secretary	
1.13 Acknowledgement: State of PA, County of Lehigh On Mar 6, 2019, 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)		Commonwealth of Pennsylvania Notarial Seal ELLEN G RECZEK - Notary Public SOUTH WHITEHALL TWP, LEHIGH COUNTY My Commission Expires Sep 3, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace Ellen G Reczek			
1.14 State Agency Signature  Date: 2/29/19		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/2/19			
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 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.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Computer Aid, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with IT Professional Vendor Managed Services as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. Exhibit D Sourcewell Managed Service Provider for Information Technology
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3. TERM OF CONTRACT

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on December 31, 2021, a period of approximately three (3) years, unless extended for additional terms.

The Contract Term may be extended up to two (2) times for up to two (2) years each, at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended term, up to but not beyond December 31, 2025.

4. SCOPE OF WORK

Contractor shall perform the overall program management and candidate engagements of the State's IT contingent workforce. Contractor shall include program reporting and tracking, and candidate evaluation and selection. Contractor will provide supplier management tool(s), performance oversight, need analysis and consultation, as well as help desk support for PeopleFluent, the VMS. Engagements will vary in length, therefore pricing may be Project based, Time and Material based or hourly based.

Contractor shall provide Sub-Contractors via a Vendor Management System (VMS). Contractor presently utilizes PeopleFluent as their dedicated VMS. Should Contractor opt to change their VMS, State Chief Information Officer must be notified and approve new VMS in writing.

I. State of NH Terms and Conditions and Contract Requirements

By submitting a quotation, the Contractor agrees that the State of New Hampshire terms and conditions, contained in Form P-37 of the master Contract shall form the basis of any Agreement resulting from any SOR.

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II. Award Criteria

Award will be made as specified in the SOR by the following processes:

- By the lowest cost qualified solution; or
- By an evaluated scoring criteria based on technical solution and cost. Scoring criteria will be outlined in the SOR.

III. Contractor Responsibilities

Contractor shall not start work on any SOR without a properly documented approval letter from the State of New Hampshire's Chief Information Officer (CIO). The Contractor shall be solely responsible for meeting all requirements and terms and conditions specified in the Master Contract, SOR, the SOW, and any resulting Purchase Order, regardless of whether or not it proposes to use any Subcontractor.

IV. State Contracts

The State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware contracts to acquire supporting Software and hardware.

V. Contractor Staff

In its SOW, the Contractor and Subcontractor shall assign and identify Project Staff, in accordance with the requirements and Deliverables of each SOR.

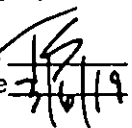
Contractor shall not change key Project staff commitments without prior written approval of the State. Contractor Project staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced, and be subject to the provisions of this SOR and any resulting purchase order and/or contract. State approvals for changes in the Contractor's Project staff will not be unreasonably withheld. The State reserves the right to require immediate removal of the Contractor's Project staff if found unacceptable to the State.

If a sub-contractor currently performing work for the State separates from the subcontractor or Contractor's employment, Contractor shall notify the State as soon as it becomes aware of said sub-contractor's departure or ten (10) business days' advance notice, whichever is longer. Contractor shall notify the State Agency in writing within twenty-four (24) hours in the event of an unanticipated departure of a sub-contractor.

At the discretion of the State, Contractor will replace any sub-contractor, pursuant to this section, with an equally or more experienced sub-contractor at no additional cost. Contractor shall submit to the State, the cost value of the proposed replacement sub-contractor and such other information as the State may request for Review prior to having the sub-contractor begin to perform. Contractor and subcontractor shall also arrange for orderly and timely transfer of knowledge related to the sub-contractor's assignment(s).

Upon receipt of written notice of replacement or removal of the sub-contractor, Contractor shall immediately re-direct the sub-contractor's duties relative to the State in accordance with the requirements of the notice and, if requested, deliver to the State all records as may have been accumulated by the sub-contractor in performing under this Contract, whether completed or in progress.

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to declare the Project staff/employee in default and to pursue its remedies at law and in equity, if Contractor fails to assign Project staff meeting the requirements

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and terms of the Contract or if it is dissatisfied with Contractor's replacement subcontractor Project staff.

VI. Work Plan

Contractor and subcontractor shall submit a preliminary work plan for each Statement of Work (SOW) in the VMS, if required by SOR. The work plan shall include, without limitation, a detailed description of the schedule, tasks, Deliverables, task dependencies, and payment schedule.

The Contractor and subcontractor shall update the work plan as necessary, but not less than once every week to accurately reflect the status of the Project. Any revisions to the work plan shall require the prior written approval of the State.

VII. Change Orders

The State may make changes or revisions at any time by written Change Order. Within three (3) business days of a Contractor's receipt of a Change Order, the Sub contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the schedule, or the work plan.

A 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 a Contractor's requested Change Order within five (5) business days. The State, which includes the requesting State Agency and 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 a Contractor to the State, and the State's acceptance or rejection of a Contractor's estimate for a State requested change, will be acknowledged and responded to in writing. If accepted, the Change Order(s) shall be subject to the purchase order amendment process, as determined by the State.

VIII. Dispute Resolution

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "invoking party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the invoking party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	COMPUTER AID, INC.	STATE OF NEW HAMPSHIRE	CUMULATIVE ALLOTTED TIME
Primary	Timothy Nau Sr. Client Executive	Agency Project Manager (PM)	5 Business Days

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First	Lindy Leiby Dir. Contingent WF Sol	State Contract Manager	10 Business Days
Second	Ellen Sigl VP. Contingent WF Sol	DAS Director of Procurement and Support Services	15 Business Days
Third	David Hunter EVP	DAS Commissioner	15 Business Days

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

IX. Deliverables

Contractor shall provide the State with the Deliverables in accordance with the requirements, terms, and conditions of the Contract. All Deliverables shall fully meet and perform in accordance with the Specifications of the SOR and resulting purchase order. Upon its submission of a Deliverable, the Contractor shall warrant that it has performed its obligations under the Contract associated with the Deliverable. All Deliverables shall be subject to the State's Acceptance as set forth in Testing and Acceptance and this Section IX: Deliverables.

Once an individual Deliverable is accepted by the State in writing, all sums due and payable relating thereto are non-refundable and non-cancelable; however, notwithstanding the foregoing, in the event the State rejects a Deliverable, the State shall have the right to pursue all remedies under the Contract, at law and in equity, including but not limited to, the right to replacement and re-implementation costs.

a. Software Deliverables Review

Software Deliverables Review is further described in Section: Testing and Acceptance below.

b. Non-Software Deliverables Review

Prior to the commencement of work on Non-Software Deliverables, the Contractor shall provide to the State an agenda, template, or draft course curriculum and handout materials (or other appropriate materials), for Review and prior written approval by the State. The State will Review and either approve the proposed content for the Non-Software Deliverable or not accept it and specify what the State requires. The finalized agenda, template, or draft course curriculum (or other appropriate material), will then be utilized to subsequently Review the Deliverable to ensure it has met the State's and Contractor's expectations and can be accepted or not accepted based on previously agreed upon criteria.

After receiving written Certification from the Contractor that a Non-Software Deliverable is final, complete, and ready for Review, the State will Review the Deliverable and the State will notify the Contractor in writing of its Acceptance or

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rejection of the Deliverable within ten (10) days, or another mutually agreed up timeframe defined within the SOR. If the State rejects the Deliverable, the State will notify the Contractor, in detail, of the nature and class of the Deficiency and the Contractor must correct the Deficiency within five (5) business days, or within the period identified in the Work Plan, as applicable.

Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected 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 has failed 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 Deficiencies are corrected.

If the Contractor is unable to remedy the Deficiency during the Cure Period, then the State may declare the Contractor in default and immediately pursue its remedies at law and in equity.

c. Written Deliverables Review

Prior to the commencement of work on Written Deliverables, the Contractor shall provide to the State a Table of Contents, template, draft or sample document for Review and prior written approval by the State.

The State will Review and either approve the proposed content for the written Deliverable or not accept it and specify what the State requires. The finalized Table of Contents, template, or a draft or sample document, will then be utilized to subsequently Review the Deliverable to ensure it has met the State's expectations and can be accepted or not accepted based on previously agreed upon criteria.

After receiving written Certification from the Contractor that a Written Deliverable is final, complete, and ready for Review, within ten (10) days, or another mutually agreed up timeframe defined within the SOR, the State will Review the Deliverable and the State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable. If the State rejects the Deliverable, the State will notify the Contractor, in detail, of the nature and class of the Deficiency and the Contractor must correct the deficiency within five (5) business days, or within the period identified in the Work Plan, as applicable.

Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected 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 has failed 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 Deficiencies are corrected.

If the Contractor is unable to remedy the deficiency during the Cure Period, then the State may declare the Contractor in default, pursuant to and immediately pursue its remedies at law and in equity.

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X. Warranty

The Contractor shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and documentation.

a. System

The Contractor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.

b. Software

The Contractor shall warrant that the Software is properly functioning within the system, compliant with the requirements of the Contract, and will operate in accordance with the Specifications.

Software shall be archived and or version controlled through the use of Harvest Software or a State approved versioning tool.

c. Non-Infringement

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

d. Viruses; Destructive Programming

The Contractor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

e. Compatibility

The Contractor shall warrant that all system components, including any replacement or upgraded system Software components provided by the Contractor to correct Deficiencies or as an enhancement, shall operate with the rest of the system without loss of any functionality.

f. Professional Services

The Contractor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

g. Warranty Term

The warranty period will initially commence upon the State issuance of a Letter of acceptance for UAT and will continue for ninety (90) days or as otherwise defined within the separate SOR.

h. Warranty Services

Warranty Services shall include, without limitation, the following:

- Repair or replace the system Software or any portion thereof so that the system operates in accordance with the Specifications, terms, and requirements of the Contract;
- The Contractor shall have available to the State:
 - on-call telephone assistance;
 - issue tracking available to the State during Normal Business Hours, eight (8) hours per day and five (5) days a week;
 - an email / telephone response within two (2) hours of request;
 - assistance response dependent upon issue severity;
- Maintain a record of the activities related to warranty repair or maintenance activities performed for the State and provide reports to the State upon request, including:
 - 1) nature of the deficiency;
 - 2) current status of the deficiency;
 - 3) action plans, dates, and times;
 - 4) expected and actual completion time;
 - 5) deficiency resolution information;
 - 6) resolved by _____ (name);
 - 7) identifying number i.e. work order number;
 - 8) issue identified by _____ (name);
- The Contractor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
 - 1) mean time between reported Deficiencies with the Software;
 - 2) diagnosis of the root cause of the problem; and
 - 3) identification of repeat calls or repeat Software problems; and
- All Deficiencies found during the warranty period and all Deficiencies found with the warranty releases shall be corrected by the Contractor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the event of default, the Contractor fails to correct the deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Contractor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Contractor's product and receive a refund for all amounts paid to the Contractor within ninety (90) days of notification to the Contractor of the State's intent to request a refund; 3) and to pursue all other remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full warranty period.

The Vendor shall warrant that all services to be provided under the Contract shall be provided expediently and in a professional manner in accordance with the specifications of this entire contract and the statement of request which may include additional requirements

This agreement is a service agreement, and except as expressly provided in this agreement, Contractor disclaims all other representations or warranties, express or implied, including, without limitation, any warranties regarding quality, suitability,

merchantability, or fitness for a particular purpose (irrespective of any course of dealing, custom or usage of trade) of any services or any goods or services provided incidental to the services provided under this agreement.

XI. Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Subcontractor must assume all travel and related expenses. All labor rates will be "Fully Loaded," including, but not limited to: meals, hotel, airfare, car rentals, car mileage, and out-of-pocket expenses.

XII. Project Workspace and Office Equipment

The requesting State Agency shall work with the Contractor to determine the requirements for providing all necessary workspace and office equipment. Any specific requirements or accommodations must be included in the Statement of Work (SOW).

XIII. Work Hours

While on site at the State, Contractor and subcontractor personnel shall work Normal Business Hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon written agreement with the State Project Manager. The State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work. No premium charges will be paid for any off-hour work.

XIV. Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide 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.

XV. State-Owned Documents and Copyright

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

XVI. Intellectual Property

The State shall hold all ownership, title, and rights to the work product developed in connection with performance of obligations under the Contract, or modifications to the Software, and associated documentation including any and all performance enhancing operational plans and Contractor special utilities.

The State shall have the sole right to produce, publish, or otherwise use such Software, modifications, and documentation developed under the Contract and to authorize others to do so.

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

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

- Every authorized user has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure;
- Every authorized user must agree to and sign the State's Statewide Computer Use Policy;
- 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 Contractor access or attempt to access any information without having the express authority to do so;
- That at no time shall 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;
- 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 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 Contractor. Personal Software shall not be installed on any equipment.

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

XIX. 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).

XX. Regulatory/Governmental

Any Contract awarded by the State shall be contingent upon Contractor obtaining all necessary and applicable regulatory or other governmental approvals.

XXI. Force Majeure

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

XXII. Validity of Statement of Work

All SOW's must be valid for one hundred and eighty (180) days following the deadline established in the SOR.

XXIII. Property of the State

All material received in response to the SOR shall become the property of the State and will not be returned to the Contractor. Regardless of the Contractor selected, the State reserves the right to use any information presented in a SOW.

XXIV. Public Disclosure

Subject to applicable law or regulations, the content of the Contractor's SOW shall become public information in accordance with RSA 91-A (the "Right-to-Know" Law). If the Contractor considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable.

XXV. Work for Hire

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

XXVI. Data Protection

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

- 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

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than the measures Contractor applies to its own personal Data and non-public Data of similar kind.

- All Data obtained by Contractor in the performance of this Contract shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated.
- Unless otherwise stipulated, Contractor shall encrypt all non-public Data at rest and in transit. The State shall identify Data it deems as non-public Data to Contractor. The level of protection and encryption for all non-public Data shall be identified and made a part of this Contract.
- 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 Contractor or any party related to Contractor for subsequent use in any transaction that does not include the State.
- Contractor shall not use any information collected in connection with the Service issued from this Contract for any purpose other than fulfilling the Service.

XXVII. Data Location

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

XXVIII. Incident or Data Breach Notification

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

- 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.
- Security incident reporting requirements: Contractor shall report a security incident to the State identified contact immediately as defined in the SLA.
- 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.

XXIX. Breach Responsibilities

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

- Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

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- 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:
 - o Cooperate with the State as reasonably requested by the State to investigate and resolve the Data breach;
 - o Promptly implement necessary remedial measures, if necessary; and
 - o Document responsive actions taken related to the Data breach, including any post-incident Review of events and actions taken to make changes in business practices in providing the Service, if necessary.
- Unless otherwise stipulated, if a Data breach is a direct result of Contractor's breach of its Contract obligation to encrypt personal Data or otherwise prevent its release, Contractor shall bear the costs associated with:
 - o The investigation and resolution of the Data breach;
 - o Notifications to individuals, regulators or others required by State law;
 - o A credit monitoring Service required by State (or federal) law;
 - o A website or a toll-free number and call center for affected individuals required by NH RSA 359-C:20, all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$148 per record/person) in the most recent "Cost of a Data Breach Study: Global Overview" published by the Ponemon Institute at the time of the Data Breach; and
 - o Complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a.) through (d.)] subject to this Contract's limitation of liability.

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. Advance Notice

The Contractor shall give advance notice 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.

XXXIV. Statement of Request

A Statement of Request (SOR) will be submitted to the Contractor defining the specific requirements of each individual Agency Project or assignment.

XXXV. Records Retention and Access Requirements

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

Contractor 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. Contractor 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 appeals 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 will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

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 or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

XXXVI. Minimum Business

Contractor shall note that there is no minimum amount of business guaranteed in this Contract. The State shall use this contract as needs develop. This Contract shall be considered non-exclusive.

XXXVII. Testing and Acceptance

Testing requirements are dependent upon the type of Project that is being requested in the SOR. The SOR shall define the requirements for testing. The use of a Contractor's proprietary deployment methodology could provide cost and productivity efficiencies that the State may consider contingent upon the Contractor meeting the requirements outlined in this SOR. The

Contractor may play a major role in the testing of the Software and the system and may be fully responsible for all aspects of the testing and preparing all documents required for testing and testing coordination activity. The SOW must provide full detail on the testing methodology proposed based on the requirements of the SOR.

- Testing may include some or all of the following testing categories according the needs of each SOR. **Unit Testing**

Application components are tested 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.

The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.

- **System Integration Testing**

- Validates the integration between the individual unit application components and verifies that the new system meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.
- Emphasizes end-to-end business processes, and the flow of information across applications It includes all key business processes and interfaces' being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
- The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Contractor supplied Software solution.

- **Conversion/Migration Validation Testing**

The Conversion/Migration Validation Testing should replicate the entire flow of the converted Data through the Software solution. As the Software solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy Data performs correctly.

- **Installation Testing**

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.

- **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.

- The Contractor's Project Manager must certify in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with

reporting the actual testing results prior to the start of any testing executed by State staff.

- o The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test Data, and expected results, as well as written Certification of the Contractor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities.
- o 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.
- o 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.

- **Performance Tuning and Stress Testing**

Contractor shall develop and document hardware and Software configuration and tuning of the Software 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 throughout the Project.

- o **Scope**

The scope of performance testing shall 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.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production Database to provide the best results.

Contractor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

- o **Test Types**

Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests.

- o **Baseline Tests**

Baseline tests shall collect performance Data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

- o **Load Tests**

Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests help to verify the ability of the application environment under different load conditions based on work load distribution. System response time and utilization is measured and recorded.

- o **Tuning**

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

- o **Implementing Performance and Stress Test**

Performance and stress test tools must be provided by the Contractor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the Contractor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

- o **Scheduling Performance and Stress Testing**

Contractor shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of

normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Contractor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and Data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be Reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or Data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

Post-test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal is to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

- **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.

- o For each minor failure of an Acceptance test, the Acceptance period shall be extended by corresponding time defined in the Test Plan.
- o The Contractor shall notify the State no later than five (5) business days from the Contractor's receipt of written notice of the test failure when the Contractor expects the corrections to be completed and ready for retesting by the State. The Contractor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- o When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Contractor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 - 1. Validate that the change/update has been properly incorporated into the program; and
 - 2. Validate that there has been no unintended change to the other portions of the program.
- o The Contractor will be expected to:
 - 1. Create a set of test conditions, test cases, and test Data that will validate that the change has been incorporated correctly;
 - 2. Create a set of test conditions, test cases, and test Data that will validate that the unchanged portions of the program still operate correctly; and
 - 3. Manage the entire cyclic process.
- o 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.

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.

In their SOW, Contractors must acknowledge their responsibilities for regression testing as described in this section.

- **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.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of Data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered State of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

In their SOW, the Contractors must acknowledge their responsibilities for security testing. 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 3rd party penetration tests (pen test) or code analysis and Review.

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. All Software and hardware shall be free of malicious code (malware).

- **Remedies**

If the Contractor is not able to make the corrections within the time allotted by the State, or the entire integrated System fails the Acceptance test or if completed tuning leaves the State with longer than required response times, the State may declare the Contractor in default and, at its option: 1) terminate the Contract, in whole or in part, by providing written notice to the Contractor, without penalty or obligation to the State and deem the Contractor in default; 2) return the Contractor's product provided under the Contract and receive a refund of all amounts paid; 3) and pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until the Contractor completes the Contract to the satisfaction of the State.

- **System Acceptance**

Upon completion of the warranty period, the State will issue a Letter of final system Acceptance.

- **Failure of Test; Retesting**

For each failure of Acceptance tests, the State will notify the Contractor, in writing, in what respects the testing failed.

The Contractor shall notify the State no later than five (5) business days from the Contractor's receipt of written notice of the test failure, when the Contractor expects the corrections to be completed and ready for retesting by the State. The Contractor will have up to fifteen (15) business days to make corrections to the problem unless specifically extended in writing by the State.

If a Class A or B deficiency is identified, and the System becomes unusable in whole or in part, then the test period for that function or module may start over, at the sole discretion of the State. If a Deficiency occurs that the Contractor cannot resolve then the State will notify the Contractor in writing and give the Contractor a thirty (30) day Cure Period as outlined in the warranty section of the SOR to remedy the issue to the State's satisfaction per the requirements of the SOR. If the Contractor is unable to remedy the deficiency during the Cure Period, then the State may declare the Contractor in default and immediately pursue its remedies at law and in equity.

XXXVIII. Damage

Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work unless caused by the gross negligence of the State of NH.

Contractor will agree that any damage to the building(s), materials, equipment or other property during the performance of the Service will be repaired at their expense.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor, equipment or supplies. Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The requesting State Agency may require Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

XXXIX. Change of Ownership

In the event that 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.

XL. Additional Requirements

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the requesting State Agency.

The Contractor's personnel shall be allowed only in areas where Services are being performed.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all Services strictly pursuant to, and in conformity with, the Specifications as described herein, and under the Terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the Service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the Term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a ten (10) day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, Contractor shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

The Contractor shall conduct criminal background checks and not utilize any Sub-Contractor 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 complete an employment Verification background check on any Sub-Contractor prior to submitting them to the State for any work.

DEFINITIONS

The following general contracting definitions apply except as specifically noted elsewhere in this document. Additional Terms may be added as they apply to individual tasks.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance test or Review.
Acceptance Period	The timeframe during which the Acceptance test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Contractor 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

Agreement	A Contract duly executed and legally binding.
Certification	The Contractor's written declaration with full supporting and written documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract
Contract	This Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contractor	The selected company and their sub-contractors, responsible for performing the Services of this Contract.
Cure Period	The thirty (30) day period following written notification of a default within which a Contractor must cure the default identified.
Custom Code	Code developed by the Contractor specifically for this Project for the State of New Hampshire
Custom Software	Software developed by the Contractor 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 Contractor during the Contract Term
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the system, not conforming to its Specifications.</p> <p>Class A Deficiency - Software - Critical, does not allow system to operate, no work around, demands immediate action; <i>Written Documentation -</i> missing significant portions of information or unintelligible to State; <i>Non Software -</i></p>

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	<p>Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any written, Software, or non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor or subcontractor 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.
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
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.
Non-Software Deliverables	Deliverables that are not Software Deliverables or written Deliverables, e.g., meetings, help support, Services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's

	Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Contractor to begin work on the Contract on a given date and time
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A Term or condition in a document controls over a conflicting or ambiguous Term or condition in a document that is lower in the Order of Precedence
Project	The planned SOR regarding the entire subject matter of an SOR and Contract and the activities of the parties related hereto.
Project Staff	State personnel assigned to work with the Contractor on the Project
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.
Schedule	The dates described in the work plan for deadlines for performance of Services and other Project events and activities under the Contract
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.
Software	All custom Software provided by the Contractor under the Contract
Software Deliverables	Software and enhancements
Specifications	The written Specifications that set forth the requirements which include, without limitation, this SOR, the SOW, 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 Dept. of Administrative Service 25 Capital Street Concord, NH 03301 Reference to the Term "State" shall include applicable agencies
Statement of Request (SOR)	A Request For Quotation issued to Contractor. This will lead to a SOW.
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 Contractor. The SOW defines the results that the Contractor remains responsible and accountable for achieving as well as the price at which this will be delivered.
State Data	Any information contained within State systems in electronic or paper format.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor
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 the latest end of Contract, SOR or purchase order.
Time and Materials (T&M)	An arrangement under which a contractor is paid on the basis of (1) actual cost of direct labor, usually specified at specified hourly rates, (2) actual cost of materials and equipment usage, and (3) agreed upon fixed add-on to cover the Contractor's overheads and profit.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they

	have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the system was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Work Hours	Contractor personnel shall work Normal Business Hours between 8:00 am and 5:00 pm EST, eight (8) hour days, Monday – Friday, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.
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. 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 Contractor either in paper or electronic format.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide IT Professional Vendor Managed Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$5,000,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Line Item	Functional Area	Job Title	Job Level	Hourly Rate Not to Exceed
U-0001	Application Architecture, Design and Development	Applications Systems Analyst	ASA1	\$79.48
U-0002	Application Architecture, Design and Development	Applications Systems Analyst	ASA2	\$86.05
U-0003	Application Architecture, Design and Development	Applications Systems Analyst	ASA3	\$94.13
U-0004	Application Architecture, Design and Development	Production Support Specialist	PSS1	\$81.18
U-0005	Application Architecture, Design and Development	Production Support Specialist	PSS2	\$87.87
U-0006	Application Architecture, Design and Development	Production Support Specialist	PSS3	\$96.09
U-0007	Application Architecture, Design and Development	Application Developer	AD1	\$85.09
U-0008	Application Architecture, Design and Development	Application Developer	AD2	\$96.99
U-0009	Application Architecture, Design and Development	Application Developer	AD3	\$107.07
U-0010	Application Architecture, Design and Development	Application Developer	AD4	\$117.34
U-0011	Application Architecture, Design and Development	Development Team Lead	DTL1	\$130.11

U-0012	Application Architecture, Design and Development	Application Technical Specialist	ATS1	\$93.00
U-0013	Application Architecture, Design and Development	Application Technical Specialist	ATS2	\$108.39
U-0014	Application Architecture, Design and Development	Application Technical Specialist	ATS3	\$120.14
U-0015	Application Architecture, Design and Development	Application Technical Specialist	ATS4	\$130.11
U-0016	Application Architecture, Design and Development	Applications Architect	AA1	\$141.32
U-0017	Application Architecture, Design and Development	Applications Architect	AA2	\$156.47
U-0018	Application Architecture, Design and Development	Mobile Specialist	MS1	\$128.69
U-0019	Application Architecture, Design and Development	Mobile Specialist	MS2	\$143.71
U-0020	Application Architecture, Design and Development	QA Tester	QAT1	\$74.13
U-0021	Application Architecture, Design and Development	QA Tester	QAT2	\$83.09
U-0022	Application Architecture, Design and Development	QA Tester	QAT3	\$91.85
U-0023	Application Architecture, Design and Development	QA Manager	QAM1	\$124.73
U-0024	Application Architecture, Design and Development	Tech Writer	TW1	\$81.17
U-0025	Application Architecture, Design and Development	Tech Writer	TW2	\$89.64
U-0026	Infrastructure	Computer Operator	CO1	\$49.62
U-0027	Infrastructure	Computer Operator	CO2	\$54.11
U-0028	Infrastructure	Lead Computer Operator	LCO1	\$80.22
U-0029	Infrastructure	Lead Computer Operator	LCO2	\$97.56

U-0030	Infrastructure	Help Desk Analyst	HDA1	\$63.02
U-0031	Infrastructure	Help Desk Analyst	HDA2	\$69.75
U-0032	Infrastructure	Lead Help Desk Analyst	LHDA1	\$90.83
U-0033	Infrastructure	Desktop Support Specialist	DSS1	\$57.03
U-0034	Infrastructure	Desktop Support Specialist	DSS2	\$62.48
U-0035	Infrastructure	Desktop Support Specialist	DSS3	\$68.35
U-0036	Infrastructure	LAN/WAN Administrator	LWA1	\$86.32
U-0037	Infrastructure	LAN/WAN Administrator	LWA2	\$95.48
U-0038	Infrastructure	Infrastructure Technical Specialist	ITS1	\$100.93
U-0039	Infrastructure	Infrastructure Technical Specialist	ITS2	\$116.22
U-0040	Infrastructure	Infrastructure Technical Specialist	ITS3	\$128.69
U-0041	Infrastructure	Infrastructure Technical Specialist	ITS4	\$143.71
U-0042	Infrastructure	System Administrator	SA1	\$81.02
U-0043	Infrastructure	System Administrator	SA2	\$90.36
U-0044	Infrastructure	System Administrator	SA3	\$100.53
U-0045	Infrastructure	Network Engineer	NE1	\$89.46
U-0046	Infrastructure	Network Engineer	NE2	\$99.31
U-0047	Infrastructure	Network Engineer	NE3	\$110.32
U-0048	Infrastructure	Network Architect	NAR1	\$110.40
U-0049	Infrastructure	Network Architect	NAR2	\$118.21
U-0050	Infrastructure	Telecom Engineer	TE1	\$86.78
U-0051	Infrastructure	Telecom Engineer	TE2	\$95.84
U-0052	Enterprise	Enterprise Architect	ET1	\$141.32
U-0053	Enterprise	Enterprise Architect	ET2	\$156.86

U-0054	Enterprise	ERP Analyst	EA1	\$84.69
U-0055	Enterprise	ERP Analyst	EA2	\$92.79
U-0056	Enterprise	ERP Analyst	EA3	\$101.63
U-0057	Enterprise	ERP Database Administrator	EDBA1	\$89.63
U-0058	Enterprise	ERP Database Administrator	EDBA2	\$100.07
U-0059	Enterprise	ERP Database Administrator	EDBA3	\$110.70
U-0060	Enterprise	ERP Developer	EED1	\$84.69
U-0061	Enterprise	ERP Developer	EED2	\$92.79
U-0062	Enterprise	ERP Developer	EED3	\$101.63
U-0063	Enterprise	ERP Project Manager	EP1	\$134.27
U-0064	Enterprise	ERP Project Manager	EP2	\$145.81
U-0065	Enterprise	SAP Architect	SPA1	\$113.84
U-0066	Enterprise	SAP Architect	SPA2	\$125.09
U-0067	Enterprise	SAP Analyst	SAA1	\$92.09
U-0068	Enterprise	SAP Analyst	SAA2	\$101.35
U-0069	Enterprise	SAP Developer	SAD1	\$131.35
U-0070	Enterprise	SAP Developer	SAD2	\$146.31
U-0071	Enterprise	SAP Developer	SAD3	\$163.93
U-0072	Enterprise	SAP Project Manager	SAPM1	\$136.47
U-0073	Enterprise	SAP Project Manager	SAPM2	\$150.53
U-0074	Data Management and Cloud Computing	Cloud Developer	CD1	\$92.34
U-0075	Data Management and Cloud Computing	Cloud Developer	CD2	\$103.76
U-0076	Data Management and Cloud Computing	Cloud Developer	CD3	\$114.75
U-0077	Data Management and Cloud Computing	Cloud Developer	CD4	\$125.76

U-0078	Data Management and Cloud Computing	Cloud Administrator	CAM1	\$85.14
U-0079	Data Management and Cloud Computing	Cloud Administrator	CAM2	\$94.89
U-0080	Data Management and Cloud Computing	Cloud Administrator	CAM3	\$105.46
U-0081	Data Management and Cloud Computing	Cloud Architect	CAR1	\$101.85
U-0082	Data Management and Cloud Computing	Cloud Architect	CAR2	\$111.63
U-0083	Data Management and Cloud Computing	Cloud Architect	CAR3	\$121.61
U-0084	Cybersecurity Information Assurance	IT Security Analyst	ISA1	\$91.24
U-0085	Cybersecurity Information Assurance	IT Security Analyst	ISA2	\$99.53
U-0086	Cybersecurity Information Assurance	IT Security Analyst	ISA3	\$109.61
U-0087	Cybersecurity Information Assurance	IT Security Engineer	ISE1	\$117.58
U-0088	Cybersecurity Information Assurance	IT Security Engineer	ISE2	\$126.96
U-0089	Cybersecurity Information Assurance	IT Security Engineer	ISE3	\$138.82
U-0090	Cybersecurity Information Assurance	IT Security Architect	ITSA1	\$128.10
U-0091	Cybersecurity Information Assurance	IT Security Architect	ITSA2	\$143.54
U-0092	Cybersecurity Information Assurance	IT Security Auditor	ITAU1	\$155.98
U-0093	Database Management	Database Administrator	DBA1	\$89.63
U-0094	Database Management	Database Administrator	DBA2	\$100.07
U-0095	Database Management	Database Administrator	DBA3	\$110.70
U-0096	Database Management	Database Architect	DA1	\$112.64
U-0097	Database Management	Database Architect	DA2	\$120.87

U-0098	Database Management	Data Warehousing Specialist	DWS1	\$108.54
U-0099	Database Management	Data Warehousing Specialist	DWS2	\$119.29
U-0100	Database Management	Data Warehousing Specialist	DWS3	\$126.79
U-0101	Project/Program Management/Administration	Business Analyst	BA1	\$84.93
U-0102	Project/Program Management/Administration	Business Analyst	BA2	\$93.82
U-0103	Project/Program Management/Administration	Business Analyst	BA3	\$103.38
U-0104	Project/Program Management/Administration	Project Manager	PM1	\$114.96
U-0105	Project/Program Management/Administration	Project Manager	PM2	\$127.38
U-0106	Project/Program Management/Administration	Project Manager	PM3	\$139.20
U-0107	Project/Program Management/Administration	Program Manager/Engagement Manager	PREM1	\$172.96
U-0108	Project/Program Management/Administration	Program Manager/Engagement Manager	PREM2	\$208.72
U-0109	Project/Program Management/Administration	IT Strategist	ITS1	\$151.67
U-0110	Project/Program Management/Administration	IT Strategist	ITS2	\$168.86
U-0111	Project/Program Management/Administration	Business Subject Matter Expert - Management	SMEM1	\$128.69
U-0112	Project/Program Management/Administration	Business Subject Matter Expert - Executive	SMEE2	\$143.71
U-0113	Project/Program Management/Administration	IT Trainer	ITT1	\$70.60
U-0114	Project/Program Management/Administration	IT Trainer	ITT2	\$78.38

U-0116	Web Design/Development/Maint	Web Developer	WD1	\$88.02
U-0117	Web Design/Development/Maint	Web Developer	WD2	\$97.61
U-0118	Web Design/Development/Maint	Graphic Designer	GD1	\$72.14
U-0119	Web Design/Development/Maint	Graphic Designer	GD2	\$79.32
U-0120	Geographic Information Systems	GIS Analyst	GISA1	\$169.56
U-0121	Geographic Information Systems	GIS Systems Specialist	GISS1	\$130.11
U-0122	Geographic Information Systems	GIS Systems Specialist	GISS2	\$134.80
U-0123	Geographic Information Systems	GIS Technician	GIST1	\$93.00
U-0124	Geographic Information Systems	GIS Technician	GIST2	\$108.39
U-0125	Geographic Information Systems	GIS Technician	GIST3	\$120.14
U-0126	Healthcare Systems and Support	Curam Business Analyst	CBA1	\$151.50
U-0127	Healthcare Systems and Support	Curam Business Analyst	CBA2	\$172.98
U-0128	Healthcare Systems and Support	Curam Programmer	CUP1	\$138.23
U-0129	Healthcare Systems and Support	Curam Programmer	CUP2	\$161.04
U-0130	Healthcare Systems and Support	Curam Architect	CAR1	\$182.52
U-0131	Healthcare Systems and Support	Curam Architect	CAR2	\$212.94

U-0132	Healthcare Systems and Support	HealthCare Programmer	HRP1	\$107.07
U-0133	Healthcare Systems and Support	HealthCare Programmer	HRP2	\$117.34
U-0134	Healthcare Systems and Support	Healthcare Technical Specialist	HRTS1	\$120.14
U-0135	Healthcare Systems and Support	Healthcare Technical Specialist	HRTS2	\$130.11
U-0136	Healthcare Systems and Support	Healthcare Systems Architect	HSA1	\$117.89
U-0137	Healthcare Systems and Support	Healthcare Systems Architect	HSA2	\$129.16

BALANCE OF PRODUCT LINE ITEMS

During the term of Contract, the State may procure other job titles in relation to IT professional vendor managed Services that are added to the NJPA (Sourcewell) job titles and bill rate card.

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State Agencies may request the Services of the Contractor and subcontractors under this Contract at any time and from time to time. Requests for Services or Deliverables under the Contract must be submitted in the form of a SOR through Contractor's VMS solution. Subcontractor shall prepare a written proposal with pricing and transmit to the requesting entity within five (5) days of the request being submitted. A request for Services and Deliverables shall not constitute a binding order until a Purchase Order and SOW have been approved per the requirements of the Contract.

Pricing for hourly staff or Project staffing will be effective for the term of the Statement of Work and any extensions thereof.

Contract number and Purchase Order numbers must be clearly shown on all acknowledgments, shipping labels, packing slips and invoices. Each State Agency will identify and utilize its own appropriate purchasing procedure and documentation. Contractor must become familiar with the State Agency's rules, policies, and procedures regarding the ordering of Services and Deliverables under the Contract. All communications concerning administration of orders placed will be furnished solely to the individual(s) identified in writing by the State Agency.

In cases where special licenses, accreditations or certifications are required by the State, Federal, or Local law or statute or regulation to perform Services of specified job descriptions or Statement of Work (SOW), Contractor shall be required to provide copies of such license, accreditation or certification within five (5) business days upon award when requested by the State.

The State reserves the right to either seek additional discounts from Contractor or to contract separately for a single purchase, if in the judgment of the State, the quantity required is sufficiently

large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

The State may request the Services of Contractor under this Contract at any time. Requests for Services or Deliverables under the Contract must be submitted in the form of a SOR through Contractor's VMS. Contractor shall prepare a written proposal with pricing and transmit through the VMS. A Statement of Request shall not constitute a binding order until a Purchase Order (PO), or other payment mechanism acceptable to the requesting State Agency, and Statement of Work (SOW) have been approved per the requirements of this Contract. Purchase Orders (PO) or Custom Contracts funded with federal funds may have additional contractual requirements, certifications, or approvals that must be satisfied at the time the Purchase Order (PO) is placed or upon delivery. Any federal requirements or additional funding requirements shall be defined by the State in the Statement of Request (SOR) for incorporation in Purchase Orders (PO).

4. INVOICE

Itemized invoices shall be submitted to the individual agency at the address identified in the SOR.

Invoices must contain detailed information, including but not limited to:

- Agency and Location of Work
- Purchase Order Number
- Sub-Contractor's Name and Position
- Actual hours worked/billed
- Hourly rate billed (Hourly Based engagements)
- Project/Deliverable fee (Project Based engagements)
- Itemization of each Deliverable.
- Identification of the Deliverable for which payment is sought.
- The Acceptance date triggering such payment;
- Date of delivery and/or installation;

Contractor shall be paid within 30 days after receipt of properly documented invoice and Acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under Agreement.

5. PAYMENT

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> Eligible participants shall negotiate their own payment methods with awarded vendor.

SPECIAL PROVISIONS

There are no special provisions of this contract.

Sourcewell Managed Service Provider for Information Technology #020817 shall be incorporated here.

State of New Hampshire

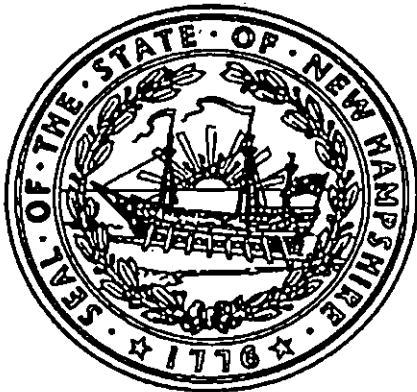
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMPUTER AID, INC. is a Pennsylvania Profit Corporation registered to do business in New Hampshire as CAII on October 11, 1999. 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: 326330

Certificate Number: 0004430299



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of March A.D. 2019.

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

William M. Gardner
Secretary of State



RESOLUTION

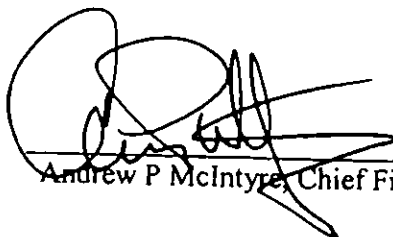
Whereas, it is in the best interests of this corporation to enter into a contract with the State of New Hampshire – Department of Administrative Services Bureau of Purchase and Property P-37 Agreement.

NOW THEREFORE, IT IS RESOLVED, that Thomas A Salvaggio, is authorized to serve as Computer Aid Inc.'s authorized signatory for the state of New Hampshire – Department of Administrative Services Bureau of Purchase and Property P-37 Agreement.

CERTIFICATE OF RESOLUTION

I, Andrew P McIntyre, Chief Financial Officer of Computer Aid, Inc., a corporation founded in the Commonwealth of Pennsylvania, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the corporation, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the corporation, on the 6th day of March 2019, at which meeting a quorum of the Board was present.

Executed by me as Chief Financial Officer of the corporation on this 6th day of March 2019.



Andrew P McIntyre, Chief Financial Officer

DATE (MM/DD/YYYY)
3/04/2019

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC One Executive Drive Somerset, NJ 08873	<table border="1"> <tr> <td colspan="2">CONTACT</td> </tr> <tr> <td>NAME:</td> <td></td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL Address: somersetaclsupport@mma-ne.com</td> </tr> </table>	CONTACT		NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL Address: somersetaclsupport@mma-ne.com														
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E-MAIL Address: somersetaclsupport@mma-ne.com																						
INSURED Computer Aid, Inc. 1390 Ridgely Drive Allentown, PA 18104	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A: Federal Insurance Company</td><td>20281</td></tr> <tr> <td colspan="2">INSURER B:</td><td></td></tr> <tr> <td colspan="2">INSURER C:</td><td></td></tr> <tr> <td colspan="2">INSURER D:</td><td></td></tr> <tr> <td colspan="2">INSURER E:</td><td></td></tr> <tr> <td colspan="2">INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Federal Insurance Company		20281	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			35947482	12/01/2018	12/01/2019	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/>							MED EXP (Any one person)	\$10,000
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG	\$2,000,000
	<input type="checkbox"/>	OTHER:							\$
	<input type="checkbox"/>	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/>	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>								\$
	<input type="checkbox"/>	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/>	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/>	DED <input type="checkbox"/> RETENTION \$							\$
A	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71739531	12/01/2018	12/01/2019	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	<input type="checkbox"/>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM)						E.I. EACH ACCIDENT	\$1,000,000
	<input type="checkbox"/>	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE	\$1,000,000
	<input type="checkbox"/>							E.I. DISEASE - POLICY LIMIT	\$1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
<p>Department of Administrative Services Bureau of Purchase and Property State House Annex Room 102,25 Capital Street Concord, NH 03301</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p>