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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

September 13, 2019

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of School Finance, to enter into a **sole source** contract, with RWS Technology, LLC, Gilford, New Hampshire (Vendor Code 286768), in an amount not to exceed \$168,000 to execute the expansion, development and implementation of a web-based financial reporting system, and augmentation of the Grants Management System, effective upon Governor and Council approval through June 30, 2020. 100% Federal Funds

Funds to support this request are available in FY 20 in the accounts titled NCES Survey, Program Services-Nutrition, IDEA-Special Ed-Elem/Sec, Title I Compensatory Education, Title II-A Prof Develop as follows:

	<u>FY 20</u>
06-56-56-563510-61450000-102-500731 Contracts for Program Services	\$8,000
06-56-56-562010-25260000-102-500731 Contracts for Program Services	\$40,000
06-56-56-562010-25040000-102-500731 Contracts for Program Services	\$40,000
06-56-56-562010-25090000-102-500731 Contracts for Program Services	\$40,000
06-56-56-562010-25100000-102-500731 Contracts for Program Services	\$40,000

EXPLANATION

This contract is **sole source** due to RWS Technology's extensive knowledge and expertise with the Department's computer programming needs. RWS Technology, LLC has performed these services in the past and has developed a deep knowledge of the programming and application services needed to expand this project.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
September 11, 2019
Page 2 of 2

RWS Technology, LLC will work in conjunction with department staff for the modification of the web-based grants management system application including design, development, testing, and configuration. The company will expand existing data submission, reporting, and certification capabilities in the Grants Management System, as well as document changes to the system to guide technology releases and to support knowledge for the end-user.

RWS Technology, LLC has more than 18 years of programming and application development experience. During this time period, RWS Technology, LLC developed the Tobacco Tax System, the Career and Technical Education System, the Grants Management System, and the Food and Nutrition System. RWS Technology's detailed knowledge of the Department's financial systems, data collection and reporting requirements, along with proven computer programming skills, will be very valuable in improving the functionality of these systems.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE: cd:emr



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/doi

Denis Goulet
Commissioner

September 18, 2019

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with RWS Technology, LLC, of Gilford, NH, as described below and referenced as DoIT No. 2020-030.

This is a request to enter into a **sole source** contract, with RWS Technology, LLC, for the expansion, development and implementation of a web-based financial reporting system and augmentation of the Grants Management System. RWS Technology, LLC has performed these services in the past and has developed a deep knowledge of the programming and application services needed to expand this project.

The contract amount is \$168,000 and shall be effective upon Governor and Council approval through June 30, 2020.

A copy of this letter should accompany the Department of Education's contract documentation through the approval process.

Sincerely,

Denis Goulet

DG/ik
DoIT #2020-030

cc: Chris Hensel, IT Manager, DoIT

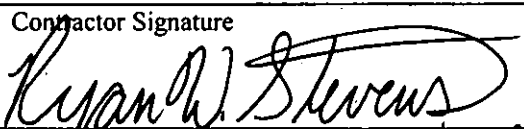
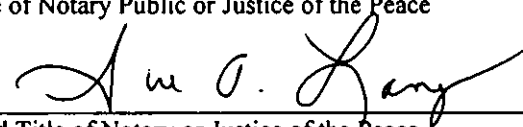


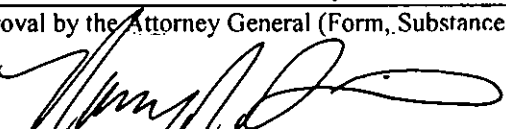
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street Concord, NH 03301	
1.3 Contractor Name RWS Technology, LLC		1.4 Contractor Address 68 Henderson Road Gilford, NH	
1.5 Contractor Phone Number 603-393-7927	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$168,000.00
1.9 Contracting Officer for State Agency Caitlin Davis, Director, Division of Education Analytics and Resources		1.10 State Agency Telephone Number 603-271-3427	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ryan W. Stevens, Sole Proprietor	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>Sept. 13, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; align-items: center;"> [Seal]  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace SUE A. LANG <div style="text-align: right; margin-top: 10px;">  </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Garric A. Budis</u> Director, On: <u>Sept 30, 2019</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>9/29/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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.

PAIS
9/13/2019

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

RWS Technology, LLC will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2020:

Work in conjunction with department staff for the modification of the web-based grants management system application including design, development, testing, and configuration management

Integrate application with the DOE single sign on MyNHDOE and the DOE Common Database

Develop various end-user reporting functions to meet regulatory requirements

Expand existing data submission, reporting, and certification capabilities in the Grants Management System

Document changes to the system to guide technology releases and to support knowledge for the end-user

Attend weekly status meetings using an online meeting platform

Utilize the state of New Hampshire VPN/secure network internet access for communicating with the NH Department of Education's hardware

Work collaboratively with state DoIT developers and data base administrators, and other project team members

Analyze and develop solutions to challenges in the Food & Nutrition System to ensure accuracy of claims management

EXHIBIT B

BUDGET

System	Unit Cost \$80 per hour	Amount
Financial Reporting System	100	\$8,000.00
Grants Management System	1,500	\$120,000.00
Food & Nutrition System	500	\$40,000.00
Total	2,100	\$168,000.00

Limitations on Price: In no case shall the total budget exceed the price limitation of \$168,000.00.

Source of Funding: Funds to support this request are available in FY 20 in the accounts titled NCEC Survey, Program Services-Nutrition, IDEA-Special Ed-Elem/Sec, Title I Compensatory Education, Title II-A Prof Develop as follows:

	<u>FY 20</u>
06-56-56-563510-61450000-102-500731 Contracts for Program Services	\$8,000.00
06-56-56-562010-25260000-102-500731 Contracts for Program Services	\$40,000.00
06-56-56-562010-25040000-102-500731 Contracts for Program Services	\$40,000.00
06-56-56-562010-25090000-102-500731 Contracts for Program Services	\$40,000.00
06-56-56-562010-25100000-102-500731 Contracts for Program Services	\$40,000.00

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

<p align="center">GMS Expansion</p> <p>Matthew Welch, Project Director NH Department of Education 101 Pleasant Street Concord, NH 03301</p>
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Contract between RWS Technology, LLC and the New Hampshire Department of Education

Contractor Initials

Date

RWS
9/13/2019

EXHIBIT C

SPECIAL PROVISIONS

I, Ryan W. Stevens, sole proprietor of RWS Technology, LLC certify and warrant that I am exempt from the requirements of N.H. RSA chapter 281-A (Worker's Compensation).

Contract between RWS Technology, LLC and the New Hampshire Department of Education

Contractor Initials

Date

RWS
9/13/2019

EXHIBIT D-**Contractor Obligations**

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials

Date

RWS
9/13/2019

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
-
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials

Date

RWS
9/13/2019

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials
Date

RWS
9/13/2019

Exhibit G**Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality****Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials

Date

RAS
9/17/2019

State of New Hampshire

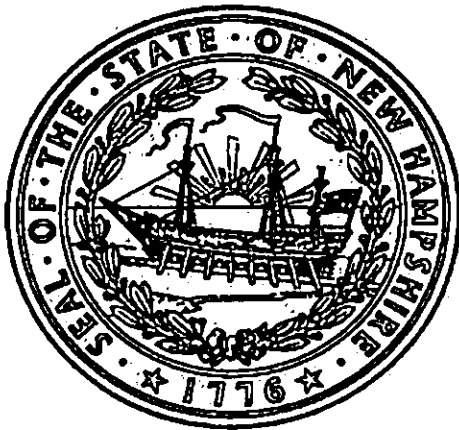
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RWS TECHNOLOGY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 27, 2019. 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: 826104

Certificate Number : 0004572666



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of August A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Ryan W. Stevens, as a Sole Proprietor of my Limited Liability Company, RWS Technology, LLC, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of RWS Technology, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Proprietor of the Limited Liability Company this 13th day of September, 2019.

Ryan W. Stevens
Sole Proprietor

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 13th day of September, 2019, before me, Sue A. Lang the undersigned Officer, personally appeared, Ryan W. Stevens who acknowledged himself to be the Sole Proprietor of RWS Technology, LLC, a Limited Liability Company, and that he, as such Sole Proprietor being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Sole Proprietor.

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

Sue A. Lang
Notary Public/Justice of the Peace

My Commission expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/10/2019

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT Fairley Kenneally NAME: PHONE: (603) 293-2791 (A/C, No, Ext): E-MAIL: fairley@esinsurance.net ADDRESS:	FAX: (603) 293-7188 (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Twin City Fire Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 29459
INSURED RWS Technology LLC		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				09/10/2019	09/10/2020	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 - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER NH Department of Education 101 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Ryan Whitcomb Stevens

Summary

More than 18 years programming and application development experience including database, pc applications, web applications, web/cloud/micro services, distributed systems and embedded mobile applications utilizing multiple database disciplines and multiple language disciplines through structured development methodologies.

Computer skills

Languages

- Proficient in: Microsoft Visual C#, Microsoft Visual Basic.NET®, Microsoft Visual Basic®, SQL, T-SQL, HTML, CSS, ASP.NET, WCF, XML, AJAX, Crystal Reports, LINQ, LINQ to SQL, Entity Framework, Web Services, SSRS, Silverlight, XAML, RIA Services, MVC, SignalR
- Experience with: C#, VB.NET, VB, VBA, .NET FRAMEWORKS 1.0 thru 4.5, .NET Core, ASP.NET, ADO.NET, XML, JavaScript, JQuery, Crystal Reports, CSS, AJAX, MVC, WPF, WCF
- Solid OOP Experience – Encapsulation, Polymorphism, Inheritance, Abstraction

Software

- Database: Microsoft SQL Server 2000 thru 2018, IBM DB2 Universal for iSeries/iSOS and Microsoft Access 2000 thru 2013
- Operating Systems: Microsoft Server 2003/2016 Standard and SBS, Microsoft Windows® XP, Microsoft Windows® Vista, Windows® 7, Windows® 8, Windows® 10
- Tools: Microsoft Visual Studio 2003/2005/2008/2012/2013/2015/2017, Microsoft Blend, Microsoft Visual Source Safe 2005, Microsoft Office 2000-2013, Microsoft Visio, NUnit, MyGeneration, Code Smith, DevForce, CA Harvest SCM, Jira, Microsoft Team Foundation Server

Experience

Senior Team Lead, Senior Engineering Manager
Tempoe LLC

2015-Present

- Primary responsibilities include leading and mentoring IT and business colleagues
- Additional responsibilities include full application life cycle from gathering user requirements to end user support, with, code review, analysis, system architecture, integration, security, technical documents, modeling, coding, testing, debugging, deployment, installation and support for new and existing systems.
- Team management, hiring, project resource scoping, change management.
- Projects include risk assessment, intelligence, underwriting, service integrations, taxes, onboarding, accounting, servicing, payments.

- Responsibilities include full application life cycle from gathering user requirements to end user support, with system architecture, integration, security, technical documents, modeling, coding, testing, debugging, deployment, installation and support for new and existing systems in between.
- Additional responsibilities include mentoring software development staff, code review and analysis.
- Adequacy AID System – Lead project developer for automation of the Adequacy AID calculation for education funding of over \$500,000,000 annually to municipalities. Prior to this system, manual queries and Excel workbooks were used to calculate Adequacy AID.
- EES (Educator Evaluation System) – Lead project developer in joint effort with vendor. Merged two vendor educator information systems into one as the basis for the Educator Evaluation System. Integrated security with myNHDOE Single Sign On and Department SAU, Districts and Schools into EES. Developed cooperatively with the vendor on the UI for configuring and conducting educator evaluations.
- FNS (Food and Nutrition System) – Lead project developer. Designed/coded/implemented FNS for the School Lunch, Child and Adult Care, Summer Food Service, Special Milk and Fresh Fruit & Vegetable programs. FNS processes applications and reimbursement requests in excess of \$40 Million per year for these programs. ASP.NET 4.0.
- GMS (Grants Management System) - Designed/coded/implemented GMS to process flow through dollars to the Local Education Authorities (school administrative units/districts/schools/etc.) as sub-grantees, replacing an antiquated DOS/paper based forms process. The system drastically reduced processing time, increased accuracy and greatly improved perceptions of the DoE. GMS processes over \$100 Million yearly in Federal and State grants to the LEAs. Vendors quoted upwards of \$1 Million to replace the forms process. Received a service award from the Governor in the fall of 2011 for an estimated \$700,000 cost saving to the State. ASP.NET 3.5.
- ESS (Education Statistics System) - Redesigning ESS survey, which originally was a custom vendor survey/input system written in traditional ASP and VB6. It was rewritten in ASP.NET 2.0, then upgraded to ASP.NET 3.5. Designed/coded/implemented several new custom and dynamic surveys, including Arts, School Adequacy, 21st Century. Integrated security with myNHDOE.
- myNHDOE (Single Sign On - Security) and NHEIS (Educator Information System) - Design team member. Worked with vendor on design for integration with existing DoE systems and databases.
- I4see (Initiative 4 student excellence and e?) - Designed/coded/implemented enhancements to I4see, which is a student level data collection system. Enhancements included process improvement for flat file input and validation, as well integrated security. Later upgraded integrated security with myNHDOE upgraded from ASP.NET 1.1 to ASP.NET 2.0, then to ASP.NET 4.0.
- CaTE (Career and Technical Education) - Inherited partially completed vendor system for CaTE that was in development for 7 years but never implemented. Redesigning the system and integrated with existing DoE data systems for data collection and security. Vendor system coded in ASP.NET 1.1. Upgraded to ASP.NET 2.0, then later to ASP.NET 3.5.
- Apprenticeship (Electrical/Plumbing) - Redesigning/coded/implemented ASP.NET 1.1 Apprenticeship web application tracking system to ASP.NET 2.0 using VB.NET & SQL Server 2000.
- Designed/coded/implemented integrated dynamic dashboard web application in ASP.NET 2.0 which provided data analysis, display and drilldown using VB.NET, SQL Server 2000.

Department of Revenue Administration 2001-2006

- Project Lead. Duties included: gathering user requirements, creating application design, application/database coding, system/user testing, implementation, deployment and support.
- Designed/coded document tracking system in VB.NET, integrated with the State's Tax Information Management System (TIMS). Designed/coded Symbol PDA 1D barcode scanning module for data capture on Palm OS.
- Designed/coded pc application to track tobacco taxes for the State of New Hampshire, VB.NET/C#/AS400 DB2.
- Redesigning Access 2000 application in VB.NET using AS400/DB2 to process Low & Moderate

Income Homeowner's Property Tax Relief claims.

- Designed and developed pc application to automate the transfer of bank deposit information for the Department of Revenue to the State's Integrated Financial System. VB6/Access 2000.
- Redesigned existing VB6 pc application to process Interest & Dividends Tax Returns and Estimates utilizing 2D barcode (PDF417) technology.
- Project member for the State's e-File Internet tax filing application.

IT Admin/Developer/Support

1999-Present

E&S Insurance Services LLC

- Implemented and maintain Windows 2008 Server/Exchange file and print network with 10 Windows 7 clients, several network printers and networked fax system.
- Developed commission tracking database using Microsoft Access – On 13th year of service.
- Developed/maintain web presence and secure benefit summary system using ASP.NET 4.0/SQL Server 2008.

Education

New Hampshire Community Technical College – Laconia

2001

Laconia, New Hampshire

- A.S., Computer Science
- 3.94 GPA

New Hampshire Community Technical College – Concord

2002

Concord, New Hampshire

- ASP.NET Web Application Development
- C# Certificate

References

[Redacted references]