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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 4, 2019

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

REQUESTED ACTION

Authorize the Department of Information Technology, to enter into a **sole source** contract amendment with MTX Group, Inc., 333 Broadway, Suite 460, Troy, NY 12180, (VC 287674), increasing the not to exceed amount by \$700,000.00 from \$575,000.00 to \$1,275,000.00 for the design, implementation, and support of an information system for the New Hampshire Department of Health and Human Services (DHHS) Bureau of Child Development and Head Start Collaboration (BCDHSC) and the Child Care Licensing Unit (CCLU), effective upon the date of Governor and Executive Council approval through December 31, 2022. This agreement was originally approved by the Governor and Executive Council on June 20, 2018 (Item # 62) and subsequently amended on December 5, 2018 (Item #45).

Source of Funds 100% Federal Funds from the Catalog of Federal Domestic Assistance (CFDA) # 93.575, Federal Agency Department of Health and Human Services, Administration for Children and Families, Child Care and Development Block Grant, and Federal Award Identification Number (FAIN), 2001NHCCDF, 2101NHCCDF.

Funds to support this request are anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget.

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	FY 2020
05-95-042-421110-29770000-046-500466 IT Service Vendor Non-Benefit	\$700,000.00

EXPLANATION

This contract amendment is **sole source** because DoIT and DHHS wish to utilize the OnDemand Professional Services, provided by MTX Group, Inc. in the current contract, to provide the design, implementation, and support of an information system for the DHHS BCDHSC and CCLU. The Child Care and Development Fund (CCDF) discretionary funds allocated for this system must be encumbered by September 30, 2019 otherwise the funds will no longer be available (i.e., must be returned to US DHHS Office of Child Care).

BCDHSC and CCLU are collaborating to build a NH Child Care Information System to include the following components:

- Data collection on NH child care programs, including a child care search feature for families seeking child care in NH. The system must have the capability to collect program Quality Recognition and Improvement System (QRIS) activities.
- A system that houses Information provided by NH professionals working in and on behalf of child care (NH Professional Registry), including a Learning Management System, and the ability for individuals to apply for credentials that are awarded through the system.
- A system to record technical assistance/coaching provided to child care programs and to individuals working in child care.
- A system for meeting federal requirements to determine eligibility of those working with children in child care.
- A system that is a "one stop shop" for those working in child care that is more accessible and makes it easier to update required information.

The new information system shall replace the existing Child Care Aware of America National Data System for child care that will no longer be available within the next few years. It shall also replace and enhance the eligibility tracking and determination system that does not currently meet the Federal Bureau of Investigations Criminal Justice Information requirements. With this system, the CCLU will be better able to meet the U.S Department of Health and Human Services, Office of Child Care (US DHHS) federal requirements for determining eligibility within specified time frames. This project will also add the capability to track QRIS and NH early childhood and afterschool credentials. This project will facilitate CCLU & BCDHSC productivity and security for DHHS staff, and provide DHHS staff with reporting and program management metrics. All system data are and will remain the property of DHHS.

The DHHS Division of Economic and Housing Stability administers the Child Care and Development Fund (CCDF) available through the US DHHS Office of Child Care. These funds support eligible families by providing child care financial assistance and by supporting a variety of activities that assist them in securing high quality child care. These federal funds also support continuous quality improvement of early childhood and afterschool child care programs, which includes helping individuals working in early childhood and afterschool child care programs increase their competency through education and professional development activities (training, coaching, technical assistance). With the approval of this amendment, this funding will also support the development of the NH Child Care Information System, which helps meet the CCDF requirement mandating that 12% of the CCDF funds be allocated to quality activities, including 3% dedicated to infant/toddler activities.

Should the Governor and Executive Council not approve this request, the DHHS Bureau of Child Development and Head Start Collaboration will no longer have a system that assists families to find child care. Individuals working in early care and afterschool settings will no longer have a Professional Registry to house their education, ongoing training, and the ability to enroll electronically for statewide professional development trainings. This would result in having to revert to manual systems of professional development, which are very inefficient. If

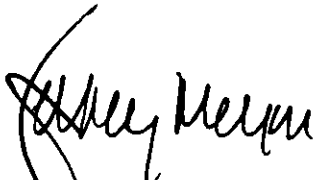
not approved, this could result in financial sanctions for not having a system that meets federal requirements to determine eligibility for those working with children in child care. Also, the Department could potentially be out of compliance with the requirements of the Child Care and Development Block Grant Act, signed into law on November 19, 2014, which could result in financial sanctions. Additionally, the \$1,129,969 in CCDF discretionary funds allocated for this system, which must be encumbered by September 30, 2019 would no longer be available (i.e., must be returned to OCC).

The Department of Information Technology and the Department of Health and Human Services respectfully request approval of this contract amendment.

Respectfully submitted,



Denis Goulet
Commissioner
Department of Information Technology



Jeffrey A. Meyers
Commissioner
Department of Health and Human Services

DG/ik
DoIT #2018-152B

cc: Theresa Paré Curtis, DoIT Director

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CRM INTEGRATION CONTRACT
2018-152 CONTRACT
CONTRACT AMENDMENT #2**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2018-152 , on 6/20/18, Item # 62 and amended on December 5, 2018, Item #45, (herein after referred to as the "Agreement"), MTX Group, Inc. (hereinafter referred to as "Vendor" or "MTX") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the dollar amount for On Demand Professional Services/State Agency Implementations by \$700,000;

WHEREAS, The Vendor agrees to provide On Demand Professional Services;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$700,000 to bring the total contract price to \$1,275,000;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows: P37

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$700,000 from \$575,000 to \$1,275,000.
2. The Agreement is further amended as described in Table 1:

Table 1

Contract #2018-152	AMENDED TEXT
Section Number	
Form P-37	1. The funding information for this amendment is: 05-95-042-421110-29770000
Contract # 2018-152 Exhibit B Section Number	AMENDED TEXT
1. Payment Schedule (Page 13)	Update the Price and Payment Table as follows: Increase the dollar amount for OnDemand Professional Services/State Agency Implementations from \$457,760 to \$1,157,760 Increase the Total for all Professional Services from \$575,000 to \$1,275,000.
1.2 Future Vendor Rates	Replace Table 1.2.1 with the following:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CRM INTEGRATION CONTRACT
2018-152 CONTRACT
CONTRACT AMENDMENT #2**

(Page 14)	Table 1.2.1 ACTIVITIES, DELIVERABLES, OR MILESTONES
	OnDemand Professional Services: <ul style="list-style-type: none"> • DoIT will provide detailed statements of work for the requested professional services including required deliverables and proposed payment schedule. • MTX GROUP INC., at no cost to the State will provide a project proposal that may include but is not limited to a solution proposal, project plan, assigned resources and pricing. • Upon State acceptance of the proposal, work shall commence and payments made in accordance with accepted payment schedule.
	The professional services being proposed include additional MTX GROUP INC. OnDemand Support Services. These services will be executed when additional project work is requested and approved by the State to support on-going applications.
	The professional services will be defined in change orders and accepted by the State.

Table 2 CONTRACT HISTORY 2018-152- CRM Integration Contract


CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2018-152	Original Contract	6/20/2018 Item #62	12/31/2019	\$225,000
2018-152 Amendment 1	1 st Amendment	12/5/2018 Item #45	12/31/2022	\$350,000
2018-152 Amendment 2	2 nd Amendment	TBD	12/31/2022	\$700,000
	CONTRACT TOTAL			\$1,275,000

Initial all pages
Vendor Initials: DW
Date: 8/23/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CRM INTEGRATION CONTRACT
2018-152 CONTRACT
CONTRACT AMENDMENT #2**

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.


DAS NOBEL, FOUNDER & CHIEF STRATEGY OFFICER
MTX Group, Inc.

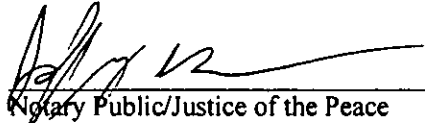
Date: 8/23/19

Corporate Signature Notarized:

STATE OF New York
COUNTY OF Albany

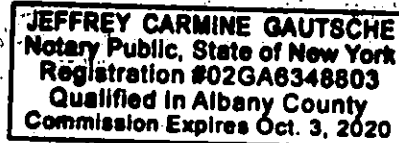
On this the 23rd day of August, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

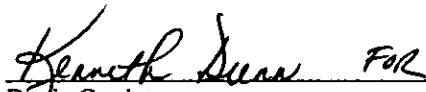

Notary Public/Justice of the Peace

My Commission Expires: Oct 3, 2020

(SEAL)



State of New Hampshire


Denis Goulet
Commissioner
State of New Hampshire
Department of Information Technology

Date: 8/27/19

Initial all pages

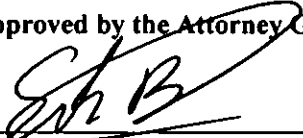
Vendor Initials: DN

Date: 8/23/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CRM INTEGRATION CONTRACT
2018-152 CONTRACT
CONTRACT AMENDMENT #2**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General



State of New Hampshire, Department of Justice

Date: 8/30/2019

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

State of New Hampshire

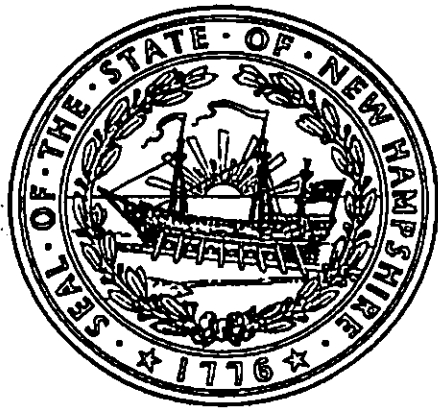
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MTX GROUP INC is a New York Profit Corporation registered to transact business in New Hampshire on May 24, 2018. 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: 795645

Certificate Number: 0004561713



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of August A.D. 2019.

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

William M. Gardner
Secretary of State

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Jeffrey Gautsche, hereby certify that I am duly elected Clerk/Secretary of
(Name)

MTX Group Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August
(Month)

23rd, 20 19 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Das Nobel Chief Executive Officer (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of MTX Group Inc with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: August 23, 2019

ATTEST: 
(Name and Title)

Jeffrey Gautsche
General Counsel & Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2019

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 The Reis Group 440 Third Avenue Suite 400 Watervliet NY 12189	CONTACT NAME: Marianne Watson PHONE (AC, No, Ext): (518) 266-9966 FAX (AC, No): (518) 266-9959 E-MAIL ADDRESS: mwatson@reisinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: HAR - Sentinel Ins Co Ltd INSURER B: HAR - Hartford Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED MTX Group Inc. 1450 Western Ave Albany NY 12203	


COVERAGES CERTIFICATE NUMBER: MTX Group 19-20 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	01SBARG2520	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			01SBARG2520	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01SBARG2520	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	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	01WECKZ8504	06/01/2019	06/01/2020	PER STATUTE 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
A	Professional Liability (Tech E&O) Cyber Liability			01SBARG2520	06/01/2019	06/01/2020	Deductible \$ 25,000 \$5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Dept of Information Technology 61-65 S Spring 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 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

November 19, 2018

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

REQUESTED ACTION

Authorize the Department of Information Technology, to enter into a sole source contract amendment and exercise a contract renewal option with MTX Group, Inc., 333 Broadway, Suite 460, Troy, NY 12180, (VC 287674), increasing the not to exceed amount by \$350,000.00 from \$225,000.00 to \$575,000.00 to provide independent verification and validation (IV&V) services and to extend the completion date from December 31, 2019 to December 31, 2022, effective upon the date of Governor and Executive Council approval through December 31, 2022.

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

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	FY 2019
01-03-03-030030-88820000 - DoIT Business One Stop 034-500099 Capital Project	\$350,000.00

EXPLANATION

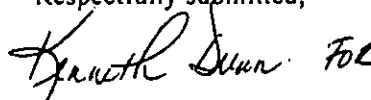
This contract amendment is sole source because DoIT wishes to utilize the OnDemand Professional Services, provided by MTX Group, Inc. in the current contract, to provide independent verification and validation (IV&V) services during an engagement to implement a Salesforce instance originally developed for another State into our enterprise environment. Additional funding is necessary for these services. DoIT requires independent oversight of the vendor implementing this solution to ensure that the deployment adheres to enterprise principles and is focused on configuration rather than customization of the Salesforce platform. As part of the engagement, DoIT expects to develop standard operating procedures for Customer Relationship Management (CRM) integrations that address issues related to migrating other states' Salesforce solutions into our environment with the objective of getting agencies faster to production on solutions that meet their business objectives.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
Page 2

MTX Group, Inc. is currently assisting the Department of Information Technology (DoIT) with the CRM implementation for state agencies. The contract authorizes MTX Group, Inc. to implement two pilot initiatives and also provides for continued Professional Services for adding new State Agency Implementations to the enterprise environment. The two pilot initiatives support the Governor's Office of Citizen Services Constituent Correspondence and the Office of Childcare Advocacy Incident Management. MTX Group, Inc. will provide technical expertise and professional services.

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

Respectfully submitted,



Denis Goulet

DG/ik
DoIT #2018-152A
RID: 38864

cc: Theresa Paré Curtis, DoIT Director



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

November 9, 2018

Theresa Pare-Curtis
Director, Web Support Division
Department of Information Technology
State of New Hampshire
27 Hazen Drive
Concord, NH 03301

Dear Director Pare-Curtis:

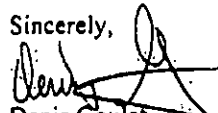
This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Web Support Division's request to enter into a sole source contract amendment with MTX Group, Inc., 333 Broadway, Suite 460, Troy, NH 12180 as described below and referenced as DoIT No.2018-152A.

This amendment is for additional funding to provide independent verification and validation (IV&V) services during an engagement to implement a Salesforce instance developed for another State into our enterprise environment. DoIT requires independent oversight on the vendor implementing this solution to ensure that the deployment adheres to enterprise principles and is focused on configuration rather than customization of the Salesforce platform. As part of the engagement, DoIT expects to develop standard operating procedures that address issues related to migrating other states' Salesforce solutions into our environment with the objective of getting agencies faster to production on solutions that meet their business objectives.

This amendment increases the contract price by \$350,000 from \$225,000 to \$575,000. The contract will also be extended for an additional three years effective upon Governor and Executive Council approval through December 31, 2022.

A copy of this letter should accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,



Denis Goulet

DG/ik/ck
DoIT #2018-152A
RID# 38864

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CRM INTEGRATION CONTRACT
2018-152 CONTRACT
CONTRACT AMENDMENT #1**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2018-152, on 6/20/18, Item # 62, (herein after referred to as the "Agreement"), MTX Group, Inc. (hereinafter referred to as "Vendor" or "MTX") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the dollar amount for On Demand Professional Services/State Agency Implementations;

WHEREAS, The Vendor agrees to provide On Demand Professional Services;

WHEREAS, the Department and the Vendor wish to extend the completion date from December 31, 2019 to December 31, 2022;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$350,000 to bring the total contract price to \$575,000;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Agreement (Page 1) by extending the Completion Date from December 31, 2019 to December 31, 2022.
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$350,000 from \$225,000 to \$575,000.
3. The Agreement is further amended as described in Table 1:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CRM INTEGRATION CONTRACT
2018-152 CONTRACT
CONTRACT AMENDMENT #1**

Table 1

Contract #2018-152	AMENDED TEXT								
Section Number									
Part 2, Section 2	Update the contract expiration date from December 31, 2019 to December 31, 2022								
Part 2, Section 4.2.5	Update the CONTRACTOR Project Manager by deleting: Gary Brockman Email gary@mtxb2b.com And Inserting: Fahmida Chowdhury Email Fahmida Chowdhury <fahmida@mtxb2b.com>								
Part 3, Exhibit B Price and Payment Table	Increase the dollar amount for OnDemand Professional Services/State Agency Implementations from \$107,760 to \$457,760 thereby increasing the Total for all Professional Services by deleting the following rows: <table border="1" style="margin: 10px auto;"> <tr> <td>MTX GROUP INC. OnDemand Professional Services /State Agency Implementations</td> <td style="text-align: right;">\$ 107,760.00</td> </tr> <tr> <td>Total for all Professional Services</td> <td style="text-align: right;">\$ 225,000.00</td> </tr> </table> <p>And inserting the following rows:</p> <table border="1" style="margin: 10px auto;"> <tr> <td>MTX GROUP INC. OnDemand Professional Services /State Agency Implementations</td> <td style="text-align: right;">\$ 457,760.00</td> </tr> <tr> <td>Total for all Professional Services</td> <td style="text-align: right;">\$ 575,000.00</td> </tr> </table>	MTX GROUP INC. OnDemand Professional Services /State Agency Implementations	\$ 107,760.00	Total for all Professional Services	\$ 225,000.00	MTX GROUP INC. OnDemand Professional Services /State Agency Implementations	\$ 457,760.00	Total for all Professional Services	\$ 575,000.00
MTX GROUP INC. OnDemand Professional Services /State Agency Implementations	\$ 107,760.00								
Total for all Professional Services	\$ 225,000.00								
MTX GROUP INC. OnDemand Professional Services /State Agency Implementations	\$ 457,760.00								
Total for all Professional Services	\$ 575,000.00								

Table 2 CONTRACT HISTORY 2018-152- CRM Integration Contract

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2018-152	Original Contract	6/20/2018 Item #62	12/31/2019	\$225,000
2018-152 Amendment A	1 st Amendment	TBD	12/31/2022	\$350,000
	CONTRACT TOTAL			\$575,000

Initial all pages
Vendor Initials: DN
Date: 11/2/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CRM INTEGRATION CONTRACT
2018-152 CONTRACT
CONTRACT AMENDMENT #1**

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



DAS NOBEL, FOUNDER & CHIEF STRATEGY OFFICER
MTX Group, Inc.

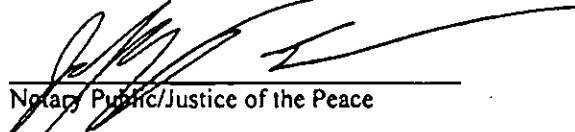
Date: 11/6/2018

Corporate Signature Notarized:

STATE OF Albany
COUNTY OF New York

On this the 6th day of November, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

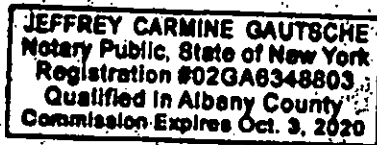
IN WITNESS WHEREOF I hereunto set my hand and official seal.




Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



STATE OF NEW HAMPSHIRE



Denis Goulet
Commissioner
State of New Hampshire
Department of Information Technology

Date: 11/9/2019

Initial all pages
Vendor Initials: DW
Date: 11/6/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CRM INTEGRATION CONTRACT
2018-152 CONTRACT
CONTRACT AMENDMENT #1**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General



State of New Hampshire, Department of Justice

Date: 11/15/18

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

Certificate of Authority # 1

Corporate Resolution

I, Jeffrey Gautsche, hereby certify that I am duly elected Clerk/Secretary of
(Name)

MTX Group Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November
(Month)

5, 2018 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Das Nobel, Chief Strategy Officer (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of MTX Group Inc. with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 11/6/2018

ATTEST: 

(Name and Title)

Jeffrey Gautsche
Secretary & General Counsel

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 MTX GROUP INC is a New York Profit Corporation registered to transact business in New Hampshire on May 24, 2018. 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: 795645

Certificate Number: 0004101721



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of May A.D. 2018.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2018

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 The Reis Group 440 Third Avenue Suite 400 Watervliet NY 12189	CONTACT NAME: Marianne Watson PHONE (AC, No, Ext): (518)268-9968 FAX (AC, No): (518)268-9959 EMAIL ADDRESS: mwatson@reisinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: HAR - Sentinel Ins Co Ltd INSURER B: HAR - Hartford Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED MTX Group Inc. 333 Broadway Suite 480 Troy NY 12180	

COVERAGES CERTIFICATE NUMBER: MTX Group Inc 18-19 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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	01SBARG2520	06/01/2018	06/01/2019	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/PROP 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 NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	01WECKZ8504	06/01/2018	06/01/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Certificate Holder is named as Additional Insured with regard to Commercial General Liability coverage provided there is a written contract or agreement between parties requiring such status.

CERTIFICATE HOLDER State of New Hampshire Dept. of Information Technology Attn: Chief Information Officer 27 Hazen Dr 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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JUN 25 10 41 AM '18

WJ KB



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/dolt

Denis Goulet
Commissioner

June 1, 2018

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

Requested Action

Authorize the Department of Information Technology, to enter into a sole source contract with MTX Group, Inc., 333 Broadway, Suite 460, Troy, NY 12180, (VC 287674), in an amount not to exceed \$225,000.00 for the design, coordination, facilitation, and documentation of the Customer Relationship Management (CRM) integration with Salesforce.com, effective upon the date of Governor and Executive Council approval through December 31, 2019, with an option to renew up to two (2) times for three (3) years each upon Governor and Executive Council approval.

Source of Funds: 100% Other Funds (The agency Class 027 used to reimburse DoIT is 35% General Funds and 65% Other). Funds are available in the following account as follows for SFY 2018.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	ACTIVITY CODE	FY 2018
01-03-03-030010-77030000 - DoIT - Central IT Services		
046-500465 - IT Consultants Non-Benefit	03030271	\$225,000.00

Explanation

This contract is sole source for several reasons. MTX Group, Inc. has already implemented this customer relationship management solution for the Office of the Child Advocate in Massachusetts, the New Hampshire Office of Childcare Advocacy Incident Management needs a speedy solution, and it is most cost effective since MTX Group, Inc. has already completed a similar implementation.

Currently, NH state agencies and services do not have a common shared platform that can offer real-time summaries, stored customer data, or automated and intuitive reporting tools to perform standard regulation activities. DoIT contracted with Salesforce under the NASPO ValuePoint Contract and MTX Group, Inc. was highly recommended to assist the State with the implementation. The integration will provide benefits to NH residents as well as the State with improved efficiency, accuracy

WJ

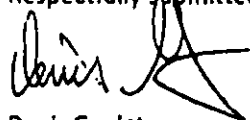
of data, and historical tracking and reports; faster time-to-service resolution; streamline complex processes across organizations and business systems; and eliminate workplace inconsistencies.

MTX Group, Inc., will assist the Department of Information Technology (DoIT) with the CRM implementation for state agencies. The contract authorizes MTX Group, Inc. to implement two pilot initiatives and also provides for continued Professional Services for adding new State Agency Implementations to the enterprise environment. The two pilot initiatives support the Governor's Office of Citizen Services Constituent Correspondence and the Office of Childcare Advocacy Incident Management. MTX Group, Inc. will provide technical expertise and professional services.

MTX Group, Inc. has a strong presence in both the public and private sector and is a highly recommended Salesforce partner. Salesforce is the world's #1 Customer Relationship Management (CRM) platform. DoIT recommends MTX Group, Inc. be awarded this contract.

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

Respectfully submitted,



Denis Goulet

DG/ik
DoIT #2018-152
RID: 35541

cc: Theresa Paré Curtis, DoIT Director


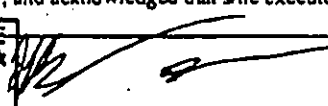


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name MTX Group Inc.		1.4 Contractor Address 333 Broadway, Suite 460 Troy, NY 12180	
1.5 Contractor Phone Number 518-229-6350	1.6 Account Number 01-03-03-030010-77030000-046-500465 Job Number 03030271	1.7 Completion Date December 31, 2019	1.8 Price Limitation \$225,000.00
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner and Chief Information Officer		1.10 State Agency Telephone Number (603) 223-5703	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Das Nobel, Founder & Chief Strategy Officer	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>Albany</u> On <u>May 7th 2014</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, State of <u>New York</u> (Seal)		 JEFFREY CARMINE GAUSCHE Notary Public, State of <u>New York</u> Registration #02GA8348803 Qualified in Albany County Commission Expires Oct. 3, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Jeffrey Carmine Gautsche, General Counsel & Notary Public</u>			
1.14 State Agency Signature  Date: <u>6/1/2014</u>		1.15 Name and Title of State Agency Signatory <u>Denis Goulet, Commissioner and CIO</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/5/15</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

Contractor Initials

DN
Date 9/31/14

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.

Contractor Initials

DN

Date 5/3/14

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

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

DN

Date

5/31/18

STATE OF NEW HAMPSHIRE

Department of Information Technology

CRM Integration Contract
2018-152

PART 2

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CRM INTEGRATION
DoIT CONTRACT #2018-152
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CRM INTEGRATION
DoIT CONTRACT #2018-152
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Authorized Persons	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3.. The documentation consisting of both the General

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	Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
Contractor	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this Project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
DBA	Database Administrator

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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> - 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 Vendor to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing."
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders

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Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
Licensee	The State of New Hampshire.
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Information	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State

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	holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)

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Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Service	The work or labor to be performed by the Vendor on the Project as described in the Contract.

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the Contractor	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Information Technology 27 Hazen Dr Concord, NH 03301. Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.

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State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u> .
State Data	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
State Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Contractor is supporting System changes.
UAT	User Acceptance Test

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Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Information Technology ("State"), and MTX GROUP INC., a New York Corporation, ("Contractor"), having its principal place of business at 333 Broadway, Suite 460, Troy, NY 12180

The State is set to purchase a service through Carahsoft Technology, Corp. ("Carahsoft") Carahsoft is an authorized and bona fide reseller of Salesforce.com Government edition and is affiliated with the NASPO Value Point Contract. The contractor, MTX GROUP INC., will be assisting the State of NH with the Salesforce.com CRM implementations.

RECITALS

Whereas the State desires to have the Contractor assist the STATE of NH, Department of Information Technology (DoIT) with the CRM integration pilot initiatives:

1. The Office of Childcare Advocacy Incident Management Platform
2. The Office of Citizen Services Constituent Correspondence Platform
3. Professional Services for adding new State Agency Implementations

These implementations will include Workflows and Notifications, Approval Processes, Process Automation, and Reports & Dashboards.

Whereas the Contractor wishes to provide technical expertise as consultant support to the State of NH DoIT and leverage the power of the Salesforce Lightning Service Cloud platform for rapid application of State of NH services processes, accelerated timelines, faster time-to-service resolution; streamline complex processes across organizations and business systems; and to eliminate workplace inconsistencies.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2018-152) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits

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Exhibit A- Contract Deliverables
Exhibit B- Price and Payment Schedule
Exhibit C- Special Provisions
Exhibit D- Administrative Services
Exhibit E- Implementation Services
Exhibit F- Testing Services
Exhibit G- Maintenance and Support Services
Exhibit H- Requirements
Exhibit I- Work Plan
Exhibit J- Software Agreement
Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- Vendor Proposal, by reference
Exhibit O- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

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

- a. State of New Hampshire, Department of Information Technology Contract Agreement 2018-152, including Parts 1, 2, and 3;
- b. Vendor Quotes: Professional Services Statement of Work Effective Date 5/30/18, Case Management Statement of Work Effective Date 5/30/18, Citizens Services Constituent Correspondence Platform Statement of Work Effective Date 5/30/18.

2. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend through December 31, 2019. The Term may be extended up to two (2) times for three (3) years each, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

Time is of the essence in the performance of the Contractor's obligation under the contract.

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3. COMPENSATION

3.1 CONTRACT PRICE

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

3.2 NON-EXCLUSIVE CONTRACT

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

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Jeffrey Gautsche
General Counsel
333 Broadway, Suite 460, Troy, NY 12180
Telephone 516-361-9681
Email jeff@mtxb2b.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contractor's Project Manager's resume, qualifications, references, and

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background checks, and an interview. The State may require removal or reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

- 4.2.2 The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Part 3 - Exhibit I, Section 2. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.
- 4.2.3 The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Section 4.2.1: *Contract Project Manager*, and in Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.
- 4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a the Contractor Project Manager meeting the requirements and terms of the Contract.

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4.2.5 CONTRACTOR Project Manager is:

Gary Brockman
Project Manager
333 Broadway, Suite 460, Troy, NY 12180
Telephone 518-687-1700
Email gary@mtxb2b.com

4.3 CONTRACTOR KEY PROJECT STAFF

- 4.3.1** The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in Part 3 – Exhibit A, Contract Deliverables. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Section 4.6: *Reference and Background Checks*.
- 4.3.2** The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, and be subject to reference and background checks described in Section 4.6: *Reference and Background Checks*.
- 4.3.3** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Contractor in default and to pursue its remedies at law and in equity, if the Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contractor's replacement Project staff.

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

The Contractor's Key Project Staff:

Key Member(s)	Title
Gary Brockman	Project Manager
Basil Ganadurai	Technical Consultant
Harshit Jain	Technical Consultant
Nick Whitney	Technical Architect
Fahmida Chowdhury	Quality Analyst

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4.4 STATE CONTRACT MANAGER

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

Theresa Parc-Curtis
Director, Web Support Division
64 South Street
Concord, NH 03301
Tel: 603-230-3458
Fax: 603-271-8460
Email: Theresa.Curtis@doit.NH.gov

4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

Andrea Moy
Digital Transformation Project Manager
64 South Street
Concord, NH 03301
Tel: 603-230-3453
Fax: 603-271-8460
Email: Andrea.Moy@NH.gov

4.6 REFERENCE AND BACKGROUND CHECKS

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

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

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

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

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

5.2 DELIVERABLES AND SERVICES

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

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Part 3 - Exhibit A: *Contract Deliverables*. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

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5.4 SOFTWARE REVIEW AND ACCEPTANCE

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

6. SOFTWARE

The Contractor shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software Agreement*. Licenses have been purchased through a separate NASPO agreement and are not required as part of this contract.

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

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

7.5 MAINTENANCE AND SUPPORT SERVICES

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

7.6 WARRANTY SERVICES

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

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8. WORK PLAN DELIVERABLE

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

The initial Work Plan shall be a separate Deliverable and is set forth in Part 3 - Exhibit I: *Work Plan*. The Contractor shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Part 3 - Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Part 3 - Exhibit I: *Work Plan* shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

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

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

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

9. CHANGE ORDERS

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

The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond

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to the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

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

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. the Contracted Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demandor upon termination of this Agreement for any reason. the Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

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10.3 CONTRACTOR'S MATERIALS

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

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

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

10.5 CUSTOM SOFTWARE SOURCE CODE

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

10.6 SURVIVAL

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

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11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

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

11.2 STATE CONFIDENTIAL INFORMATION

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

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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

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

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11.3 CONTRACTOR CONFIDENTIAL INFORMATION

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

11.4 SURVIVAL

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

12 LIMITATION OF LIABILITY

12.1 STATE

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

12.2 CONTRACTOR

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

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement – P-37, General Provisions Section 13: *Indemnification* and confidentiality obligations in Information Technology Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

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12.3 STATE'S IMMUNITY

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

12.4 SURVIVAL

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

13 TERMINATION

13.1 TERMINATION FOR DEFAULT

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

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

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

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

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

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

13.2 TERMINATION FOR CONVENIENCE

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Part 3 - Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.3 TERMINATION FOR CONFLICT OF INTEREST

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Contractor did not know, or reasonably did not know, of the conflict of interest.

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

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13.4 TERMINATION PROCEDURE

- 13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:
- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
 - b. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - d. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
 - e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
 1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause
 2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.

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

This entire Section 13 shall survive the termination or Contract Conclusion.

14 CHANGE OF OWNERSHIP

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

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

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

16 DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	MTX GROUP	STATE	CUMULATIVE ALLOTTED TIME
Primary	Gary Brockman Project Manager	Andrea Moy Project Manager	5 Business Days
First	Jeffrey Gausche General Counsel	Theresa Pare-Curtis Director	10 Business Days
Second	Das Nobel Founder & Chief Strategy	Denis Goulet 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.

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17 GENERAL TERMS AND CONDITIONS

17.1 COMPUTER USE

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

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

17.2 EMAIL USE

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

17.3 INTERNET/INTRANET USE

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

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17.4 REGULATORY GOVERNMENT APPROVALS

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

17.5 INSURANCE CERTIFICATE

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

17.6 EXHIBITS

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

17.7 VENUE AND JURISDICTION

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

17.8 SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit D: Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, and Information Technology Provisions -Section 11: Use of State's Information, Confidentiality and Information Technology Provisions - Section 13: Termination which shall all survive the termination of the Contract.

17.9 FORCE MAJEURE

Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

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17.10 NOTICES

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

TO THE CONTRACTOR:

MTX GROUP INC
DAS NOBLE
320 HIGHGATE DRIVE
SLINGERLANDS, NY 12159

TEL: 518-229-6350
E.MAIL: das@mtxgroup.com

TO STATE:

STATE OF NEW HAMPSHIRE
DEPT. OF INFORMATION TECHNOLOGY
27 HAZEN DRIVE
CONCORD, NH 03301

TEL: (603) 230-3453

17.11 DATA PROTECTION

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

a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.

b. All data obtained by the Contractor in the performance of this contract shall become and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.

d. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

e. At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or

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retained by the the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

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

17.12. DATA LOCATION

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

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

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

Contact:

Daniel J. Dister, CISSP
Chief Information Security Officer
NH Department of Information Technology
Office: 603-223-5734 Cell: 603-931-9234
Daniel.Dister@doit.nh.gov

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

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

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is

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required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

17.14. BREACH RESPONSIBILITIES

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

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

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. the Contractor shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

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

- (1) the investigation and resolution of the data breach;
- (2) notifications to individuals, regulators or others required by State law;
- (3) a credit monitoring service required by State (or federal) law;
- (4) a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute¹⁷ at the time of the data breach; and
- (5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

17.15. NOTIFICATION OF LEGAL REQUESTS

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. the

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Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

17.16. ACCESS TO SECURITY LOGS AND REPORTS

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

17.17. CONTRACT AUDIT

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

17.18. DATA CENTER AUDIT

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

17.19. ADVANCE NOTICE

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

17.20. SECURITY

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

17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES

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

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17.22. IMPORT AND EXPORT OF DATA

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

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE

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

17.24. RIGHT TO REMOVE INDIVIDUALS

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

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Department of Information Technology

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1.0 INTRODUCTION

Problem Statement The State of New Hampshire is tasked to meet and improve the overall goals of customer relationship management. Currently New Hampshire state agencies and services do not have a common shared platform that can offer real-time summaries, stored customer data, or automated and intuitive reporting tools to perform standard regulation activities.

Goals – The State will secure a contract with a vendor that provides an Enterprise solution software which resides inside a corporate firewall and is managed by a web-base (cloud applications) and hosted by a CRM provider. New Hampshire state agencies will be able to access data online via the provider's secure services. In order to achieve this, State has undertaken the initiative to procure a CRM software that is highly scalable and customizable, allowing New Hampshire State agencies and services to gain actionable citizen insights with a back-end analytical engine, streamline operations and personalize customer services based on a customer's known history and prior interactions with state agencies.

Project Overview

The State is set to purchase a service through Carahsoft Technology Corporation. Carahsoft is an authorized reseller for Salesforce.com Government. The Contractor, MTX GROUP INC. will be assisting the State with the following pilot implementations:

1. State of New Hampshire Governor's Office of Child Advocacy Incident Management Platform
2. State of New Hampshire Governor's Citizens Services Constituent Correspondence Platform
3. Professional Services for adding new State Agency Implementations.

These implementations will include Workflows and Notifications, Approval Processes, Process Automation, and Reports & Dashboards.

Statement of Work

The Contractor, MTX GROUP INC., will assist the State with the CRM integration for the Office of Childcare Advocacy Incident Management and the Office of Citizen Services Constituent Correspondence. MTX GROUP INC. will provide technical expertise as consultant support to the State and leverage the power of the Salesforce Lightning Service Cloud platform for rapid application of State services processes, accelerated timelines, faster time-to-service resolution; streamline complex processes across organizations and business systems; and eliminate workplace inconsistencies.

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General Project Assumptions

1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
- 2: Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services.
4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.
5. Pricing for Deliverables is set forth in Exhibit B: Price and Payment Schedule. Pricing will be effective for the Term of this Contract, and any extensions thereof.

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EXHIBIT A: CONTRACT DELIVERABLES

2.0 DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Name	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
PLANNING AND PROJECT MANAGEMENT			
Project Kick-Off	Sales Team Transition to Project Team Prepare for Kickoff Conduct Project Kickoff Meeting Assemble Team, Setup Users and Environment Collect Project Objectives Collect Challenges with Existing Systems Identify Project Success Criteria Prepare for Workshops	Non Software	7/6/2018
Case Intake Knowledge Transfer	Identify Service Process - Case Intake - Correspondence Identify Key Business Information (Fields & Objects) Identify Data Validation Requirements Identify Custom Form Configurations, Identify Workflow Requirements, Identify Scheduling Requirements	Non Software	7/13/2018
Reporting Workshop	Identify Compliance and Legislation Reporting Requirements by Type of Case by Agency by Incident Type by Open, Pending and Close Case type by duration of case Identify Operations and Third-Party Reporting Requirements	Non Software	7/20/2018
Gather Role Based Security Requirements	Determine Security Method Determine Organization Wide Settings Determine User Preferences Identify Roles and Profiles Develop Sharing Rules	Non Software	7/20/2018

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Document Case Management Type and Workflow (User Stories)	Document business requirements for case type and workflow based on business rules and User Stories collected during business process workshop into MTX GROUP INC.'s Project Force. Each requirement will include business value, theme, and priority. The categories will include: configuration, workflow, reporting, code, process, training, and integration requirements.	Written	7/20/2018
Gap Analysis of Requirements vs. Scope and Budget	Identify any differences between the Project's scope, level of effort estimates or budgetary impact as estimated in the Statement of Work and the identified Requirements identified during the Business Process Reviews. Review all gaps with Client to reduce scope or increase the timeline and budget.	Written	7/26/2018
Solution Design	Develop a solution design at a high level based on the level of complexity as determined in the business process workshops. Solution Design may include: Functional Summary - a wireframe or document describing the process flow or use case at a high level. Technical Approach - description of technical components including security and authentication, data model, database storage and integration architecture. Peer-reviewed by MTX GROUP INC. architect team (for projects requiring a technical approach). Present solution design to client.	Non Software	7/26/2018
MTX GROUP INC. Design Review	Independent review of designed solution proposed to meet customer requirements by MTX GROUP INC. architect team. This review will assess the viability, usability, performance factors of the solution versus industry best practices.	Non Software	7/26/2018
Sprint Planning:	Sprint Planning includes determining the teams' development capacity, goals for the sprint, and selection of the highest priority. Designed user stories that will fit within the Sprint. Records will be clean prior to record upload into Salesforce.	Non Software	7/26/2018
Client Design Review:	Review functional and technical design with stakeholders.	Non Software	7/31/2018

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Constituents Contact Information:	Standard & custom fields to track on constituent Records Complete Activity Tracking. Assumptions: The State will provide records in Excel or XML format	Non Software	8/01/2018
Email System Outlook Integration for Cases:	Records will Configure Salesforce for Outlook to include creation of Cases. This Includes creation of routing addresses, Salesforce settings and testing.	Non Software	8/08/2018
Training	Provide training to Client's administrator on installation of the SFO plug-in and setup. Training includes discussion of emails related list, automatic activity generation, storage of attachments, etc. Client will be responsible for installing Salesforce for Outlook on end user's computers and providing end-user training.	Non Software	8/15/2018
Intake Form for Submitting a Complaint:	Intake Form Origin: automatically create Cases from one designated Email address and one Web form Assignment Rules: new Cases will automatically go to Queues based on type and be assigned automatically to Users Automatically send a reply upon receipt Case to the submitter. Full email capability for sending replies from Salesforce.com or Outlook and assigning to cases Configure the Case page with approximately 5-10 custom fields Multiple Case Types will be supported from a single form such as: Problems, Research Help, and Process Questions Data Fields to Include: Data fields will include Case ID # (generated); Staff Workflows and Notifications	Non Software	8/09/2018
	INSTALLATION		
Workflows and Notifications:	Setup salesforce.com workflows to automatically update records and send emails based on requirements. Create associated email templates. MTX GROUP INC. will create up to (4) Workflows and (1) template with Notifications as part of this pilot SOW. Assigned, Date of contact, Date of Response	Non Software	8/10/2018

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Approval Processes:	Setup salesforce.com approval process workflows to automate the submission and approval of different requests based on requirements. Create associated email templates. MTX GROUP INC. will Set up One Approval Process as part of scope.	Non Software	8/10/2018
Process Automation:	Automate full business process with advance logic allowing the system to collect data based on wizard like functionality. This effort will leverage Salesforce Lightning Process for Reports and Dashboards	Non Software	8/10/2018
Reports and Dashboards:	Leverage Salesforce.com's flexible analytics functionality to create custom Reports and Dashboards. Assumptions: Client will provide report specifications in advance, MTX GROUP INC. will allow for one iteration of changes. Further changes will be the responsibility of the Client. Client accepts Salesforce's standard report formatting as acceptable to meet reporting needs. Any formatting outside the scope of that able to be done within Salesforce out of the box capabilities is out of scope.	Non Software	8/14/2018
Security Setup:	Setup/Modify Org Wide Security Setup/Modify User Profiles Setup/Modify Object/Field Level Access Setup/Modify Data Sharing Rules	Non Software	7/23/2018

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Web Services Integration:	<p>Consultant will construct a webs services integration between COA Website and Salesforce.com. Assumptions: A method is a web services call to view or update data. Client is responsible for providing access to a web service or open API. This service will leverage standard integrations protocols (SOAP, REST, XML). Client will provide clear documentation on how to call the integration services. Client is responsible for any firewall work to ensure Salesforce has access to these services. Client is responsible for maintaining the quality and integrity of data involved in integrations where it is mutually understood as required for the integrations to function as designed. This includes data inside of salesforce.com. Assumptions: 1 State Web Developer/IT resource will support Web Service Integration who validate integration protocols (SOAPS, REST, XML)</p>	Non Software	7/23/2018
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Data Migration:	MTX GROUP INC. will conduct two tests and one production load of this data into Salesforce: Existing Constituent Contacts. Data Migration Assumptions: Client will extract data from legacy system(s) and provide one clean CSV file per Salesforce.com object for loading data into Salesforce.com. (An object is the equivalent of a table such as accounts, contacts, or Products). Client will be responsible for data cleansing, de-duplication or other transformations of data. MTX GROUP INC. will work with client to map data from legacy systems and will conduct two test loads into a salesforce test environment. Client will inspect test load and will identify any data load problems. MTX GROUP INC. will resolve problems and perform the load into production environment. If additional data loads are required, additional time/expense will be required. A unique record identifier for each record and straightforward method for determining record ownership will be provided in the CSV file All data to be loaded is supported by the application's existing data types.	Non Software	7/24/2018
Software Configuration	Provide Software Installed, configured, and Operational to Satisfy State Requirements.	Software	
	TESTING		
Test Plan:	Develop an overall test plan to define how the application will be tested and who will be responsible for each phase of testing.	Written	7/26/2018
Testing	Conduct Integration Testing and User Acceptance Testing	Non Software	8/21/2018
Sprint Testing:	Work jointly with Client to unit test and facilitate user acceptance testing in each Sprint in order to ensure the definition of done has been met for each project initiative. 1) State of New Hampshire Governor's Office of Child Advocacy Platform and 2) State of New Hampshire Governor's Citizens Services Constituent Correspondence Platform. This includes time for defect resolution for each user story.	Non Software	8/21/018

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Production Tests	Perform Production Tests, Test In-bound and Outbound Interfaces	Non Software	8/21/2018
	SYSTEM DEPLOYMENT		
Cutover to New Software Deploy Application	Deploy custom code and configurations from Sandbox to Production environment. Assumes code migration to an active production org with existing code and live business data. Effort includes: deployment preparation and troubleshooting, deployment and post go-live support. (Converted data loaded into production environment)	Non Software	8/22/2018
Conduct End User Training	MTX GROUP INC. will conduct training session(s) to teach end users how to use the system. Each session will last up to 4 hours.. Classes can be in person or virtual. Assumptions: Client is responsible for course logistics for onsite training.	Non Software	8/15/2018
Training Materials:	MTX GROUP INC. will create custom training materials to address the unique needs of the Client's business process. Where possible, MTX GROUP INC. will leverage existing materials and customize for current project. The materials delivered will be in the form of PowerPoint presentation for instructors. Creation of end user training manual is not in scope, but is available for an additional charge. Materials will be in English only.	Written	8/15/2018
Project Management:	Monitor project work items, accomplishments, risk, issues, budget and schedule on a daily basis to ensure project stays on track. Provide a brief weekly status of hours remaining and work completed.	Non Software	8/31/2018
	OPERATIONS		

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Post Go-Live Support:	Within the warranty period, MTX GROUP INC. will provide user and technical support to address any defects that arise after the application has been moved to production. All services will be provided over the phone or via web conference. MTX GROUP INC. will do their best to respond to all requests within 24 hours. MTX GROUP INC. will endeavor to complete the work as soon as possible, but does not guarantee any specific resolution time.	Non Software	8/31/2018
Final Project Closure	Wrap-up project with the Client. Review outstanding requirements, bugs, deliverables and issues and determine follow-up actions. Conduct Project Exit Meeting	Non Software	8/31/2018

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PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULES

EXHIBIT B: PRICE AND PAYMENT SCHEDULE

I. PAYMENT SCHEDULE

1.1 NOT TO EXCEED

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

Milestone payments will be made upon completion of each milestone.

Price and Payment Table

	MILESTONE PAYMENT SCHEDULE	Invoice Amount	Projected Date
Initiative: 1. State of New Hampshire Governor's Office of Child Advocacy Incident Management Platform			
Kick-off Milestone Payment 1	Sales Team Transition to Project Team Prepare for Kickoff Conduct Project Kickoff Meeting Assemble Team, Setup Users and Environment Collect Project Objectives Collect Challenges with Existing Systems Identify Project Success Criteria Prepare for Workshops	\$19,540.00	7/18/18
Solution Design Milestone Payment 2	A presentation describing the overall solution at a high-level tailored for a management audience. This document provides an overview of the technical architecture, functional architecture, integration architecture, object model and key features. A solution design presentation typically includes: Functional architecture (process flow, a concept drawing, functional map, etc.) Object model / entity-relationship diagram (ERD) Integration inventory and architecture Functional summary of key requirements/components	\$19,540.00	7/31/18

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Production Deployment Milestone Payment 3	Application is complete and migrated to the production environment. MTX GROUP INC. has completed its responsibilities to prepare Client for Go Live.	\$19,540.00	8/31/18
Initiative: 2. State of New Hampshire Governor's Citizens Services Constituent Correspondence Platform			
Kick-off Milestone Payment 1	Sales Team Transition to Project Team Prepare for Kickoff Conduct Project Kickoff Meeting Assemble Team, Setup Users and Environment Collect Project Objectives Collect Challenges with Existing Systems Identify Project Success Criteria Prepare for Workshops	\$19,540.00	7/18/18
Solution Design Milestone Payment 2	A presentation describing the overall solution at a high-level tailored for a management audience. This document provides an overview of the technical architecture, functional architecture, integration architecture, object model and key features. A solution design presentation typically includes: Functional architecture (process flow, a concept drawing, functional map, etc.) Object model / entity-relationship diagram (ERD) Integration inventory and architecture Functional summary of key requirements/components	\$19,540.00	7/31/18
Production Deployment Milestone Payment 3	Application is complete and migrated to the production environment. MTX GROUP INC. has completed its responsibilities to prepare Client for Go Live.	\$19,540.00	8/31/18
	Deliverable Not to Exceed Total	\$ 117,240.00	
	MTX GROUP INC. OnDemand Professional Services /State Agency Implementations	\$ 107,760.00	
	Total for all Professional Services	\$225,000.00	

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PRICE AND PAYMENT SCHEDULES

1.2 Future Vendor Rates

MTX GROUP INC. OnDemand professional services shall only be executed when additional project work is requested through a SOW at an agreed pre-negotiated hourly vendor rate. This is a blended rated which includes travel, lodging, and miscellaneous expenses.

MTX GROUP INC.'s hourly rate is for add-on (future services) available to purchase as additional Scope of Work with an ability to purchase more services as needed.

WHEREAS, The Vendor agrees to provide additional OnDemand professional services for the continuation of State Agency implementations anticipated in SFY2019 – SFY2022.

Table 1.2.1 ACTIVITIES, DELIVERABLES, or MILESTONE
<p>OnDemand Professional Services:</p> <ul style="list-style-type: none"> • DoIT will provide detailed statements of work for the OnDemand requested professional services. • MTX GROUP INC. at no cost to the State will provide fixed cost proposals for the professional services. • Upon acceptance, The State will pay 50% upfront with a 10% holdback • The last 50% will be paid with a 10% hold back when the professional service is delivered to production. • The 20% will be paid after a 90 day warranty period.
<p>The professional services being proposed include additional MTX GROUP INC. OnDemand Support Services only to be executed when additional project work is requested to support on-going applications and user adoption.</p>
<p>The professional services will be defined in change orders and accepted by the State.</p>

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

Table 1.2.2: Future Vendor Rates Worksheet

The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year.

Position Title	SFY 2019	SFY 2020	SFY 2021	SFY 2022
Project Manager	\$150.00	\$160.00	\$175.00	\$185.00
Technical Architect	\$175.00	\$185.00	\$195.00	\$210.00
Technical Consultant	\$150.00	\$160.00	\$175.00	\$185.00
Salesforce Developer	\$110.00	\$120.00	\$130.00	\$145.00
QA Engineer	\$90.00	\$95.00	\$100.00	\$105.00
Trainer	\$150.00	\$155.00	\$165.00	\$175.00

Note: The Contractor's future professional services shall not exceed the total amount of \$107,760.00

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in the P-37 General Provisions Block 1.8 ("Price Limitation"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for Services or Deliverables as permitted by the Contract incurred by the Contractor in the performance hereof.

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

3. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information,

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PRICE AND PAYMENT SCHEDULES**

including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:
Department of Information Technology
Accounts Payable
27 Hazen Drive
Concord, NEW HAMPSHIRE 03110

4. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:

<https://www.nh.gov/treasury/state-vendors/index.htm>

If ACH is not available payments shall be sent to the following address:

Billing and Payment Remittance

MTX GROUP INC.
320 Highgate Drive
Slingslands, NY 12159

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. CREDITS

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

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7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) for each Deliverable applied to the milestone amount as set forth in the Price and Payment Table, Exhibit B until successful conclusion of the Warranty Period.

The holdback will be released to MTX GROUP INC. when the State determines that the Defective or non-performing component of the System has been resolved.

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PART 3 - EXHIBIT C
SPECIAL PROVISIONS

EXHIBIT C: SPECIAL PROVISIONS

There are no changes to the Terms outlined in the P-37.

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Exhibit C - Special Provisions - Part 3
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PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES**

EXHIBIT D: ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

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

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

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

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

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

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ADMINISTRATIVE SERVICES**

shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

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

6. ACCOUNTING REQUIREMENTS

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

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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

EXHIBIT E: IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

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

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

- a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor's responsibility.

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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

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

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

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

2. IMPLEMENTATION STRATEGY

2.1 Key Components

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

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

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

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

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IMPLEMENTATION SERVICES**

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

2.3 Change Management and Training

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

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PART 3 - EXHIBIT F
TESTING SERVICES**

EXHIBIT F: TESTING SERVICES

The Contractor shall provide the following Products and Services described in this Exhibit F, including but not limited to:

I. TESTING AND ACCEPTANCE

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

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

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

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

1.1 Test Planning and Preparation

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

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

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Exhibit F - Testing Services / Part 3
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TESTING SERVICES**

The State will commence its testing within (5) days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.


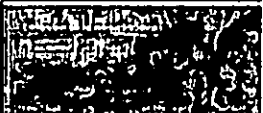
Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

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

1.2 Unit Testing

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

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between applicable modules. The Contractor will be responsible for conducting the Unit testing of these modules.

Activity Description	Develop the scripts needed to Unit Test individual application modules, interface(s), and conversion components.
	For application modules, conversions, and interfaces: the Contractor team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module shall function without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct a test; the process for test execution, and the expected results.

1.3 System Integration Testing

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

Thorough end-to-end testing shall be performed by the Contractor team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes and

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TESTING SERVICES

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.

Activity/Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. 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.
Contractor Team Responsibilities	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	<ul style="list-style-type: none"> • Work jointly with the Contractor to develop the Systems Integration Test Specifications. • Work jointly with the Contractor to develop and load the data profiles to support the test Specifications. • Work jointly with the Contractor to validate components of the test scripts, modifications, fixes and other System Interactions with the Contractor-supplied Software Solution.
Work Product Description	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

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 TESTING SERVICES

1.4 Migration Validation Testing

In Conversion Validation Testing, target application functions are validated.

	The conversion validation test 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/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
Contractor Team Responsibilities	For conversions and interfaces, the Contractor's team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 Installation Testing

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

1.6 User Acceptance Testing (UAT)

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

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

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

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

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Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.7 Successful UAT Completion

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence.

1.8 System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

EXHIBIT G: MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

Exhibit G – Not Applicable to this Contract.

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Exhibit G - Maintenance - Part 3
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PART 3 - EXHIBIT H
REQUIREMENTS

EXHIBIT H: REQUIREMENTS

Exhibit H – Not Applicable to this contract

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State of NH Contract 2018-152
Exhibit H – Requirements – Part 3
Date: 5/31/18
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PART 3 - EXHIBIT I
WORK PLAN

EXHIBIT I: WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within 5 days of the planned kickoff date of July 6, 2018 and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan and shall utilize MICROSOFT PROJECT or similar tracking software to support the ongoing management of the Project.

I. ASSUMPTIONS

1.1 General

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

1.2. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or

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Exhibit I - Work Plan - Part 3

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WORK PLAN

read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

- The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Conversions

- The Contractor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor's technical team, a subset of the conversions. The Contractor's Team shall lead the State with the mapping of the legacy Data to the Contractor's applications
- Additionally, the Contractor's Team shall:
 1. Provide the State with Contractor's application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Contractor's Team shall identify the APIs the State should use in the design and development of the conversion.
 2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
 3. Lead the review of functional and technical Specifications.
 4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

E. Project Schedule

- The Project is planned for a kick-off start date on July 6th, 2018 with a planned targeted go-live date of 8/21/18.

F. Reporting

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

G. User Training

- The Contractor's Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

H. Performance and Security Testing

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

**STATE OF NEW HAMPSHIRE
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2. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

1) Contractor Team Project Executive

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

2) Contractor Team Project Manager

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

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

3) Contractor Team Analysis

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

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;

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

4) Contractor Team Tasks

The Contractor team shall assume the following tasks:

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

B. State Roles and Responsibilities

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

1) State Project Manager

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

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

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

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

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

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

3) State Technical Lead and Architect

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

- Attend technical training as necessary to support the Project;
- Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at WEEKLY Project meetings.

4) State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

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WORK PLAN**

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

3. SOFTWARE APPLICATION

Contractor will assist the State in the integration of CRM data and set-up of the activities associated with Salesforce.com's:

- Lightning Service Cloud Enterprise Edition
- Government Cloud Premier & Success Plan Enterprise Edition
- Customer community Enterprise Edition Logins
- Drawloop; Fedramp Gov User/ Nintex Document Generation

4. CONVERSIONS

The following Table 4.1 identifies the conversions within the scope of this Contract.

Table 4.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description
Office of Citizen Services Constituent Correspondence	STATE's CRM data	MTX GROUP INC/STATE	Upload Excel spreadsheets previously submitted with correspondence requests into new Salesforce Lightning platform. Contain information in a common secured location.

A. Conversion Testing Responsibilities

- The Contractor Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.

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WORK PLAN**

- The Contractor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The Contractor Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

5. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

NOTE: Each milestone payment will be made at the completion of both pilot initiatives since both projects are running simultaneously. Refer to Exhibit B (PRICE AND PAYMENT SCHEDULE)

Table 7.1: High Level Preliminary NEW HAMPSHIRE Project Plan

Task Name	Duration	Start	Finish
Proposed Dates			
Project Schedule	36 days	Fri 7/6/18	Fri 8/24/18
Kick-off		Fri 7/6/18	Wed 7/18/18
Sales Team Transition to Project Team Prepare for Kickoff Conduct Project Kickoff Meeting Assemble Team, Setup Users and Environment Collect Project Objectives Collect Challenges with Existing Systems Identify Project Success Criteria Prepare for Workshops			Initiative 1: Governor's Office of Child Advocacy Incident Management Platform \$19,540 Initiative 2 : Governor's Citizens Services Constituent Correspondence Platform \$19,540
On-site kick-off and discovery meeting	1 day	Fri 7/6/18	Fri 7/6/18
Action items and follow up	8 days	Mon 7/9/18	Wed 7/18/18
Solution Design	17 days	7/9/18	Tues 7/31/18
A presentation describing the overall solution at a high-level tailored for a			Initiative 1: Governor's Office of

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WORK PLAN**

management audience. This document provides an overview of the technical architecture, functional architecture, integration architecture, object model and key features. A solution design presentation typically includes: Functional architecture (process flow, a concept drawing, functional map, etc.) Object model / entity-relationship diagram (ERD) Integration inventory and architecture Functional summary of key requirements/components			Child Advocacy Incident Management Platform \$19,540 Initiative 2 : Governor's Citizens Services Constituent Correspondence Platform \$19,540
Design development and documentation	10 days	Mon 7/9/18	Fri 7/20/18
Initial system set-up	5 days	Mon 7/9/18	Fri 7/13/18
Data.com clean for account	5 days	Mon 7/9/18	Fri 7/13/18
Determine integration requirements	10 days	Mon 7/9/18	Fri 7/20/18
Design documentation review/sign-off	5 days	Fri 7/13/18	Thu 7/19/18
Implementation - configuration/customization	5 days	Fri 7/13/18	Thu 7/19/18
Implementation plan	5 days	Fri 7/20/18	Thu 7/26/18
Integration plan	4 days	Fri 7/20/18	Wed 7/25/18
Data migration plan	3 days	Fri 7/20/18	Tue 7/24/18
Integration build	5 days	Wed 7/25/18	Tue 7/31/18
Production Deployment	18 days	8/1/18	Fri 8/31/18
Application(s) are complete and migrated to the production environment. MTX has completed its responsibilities for Client Go Live			Initiative 1: Governor's Office of Child Advocacy Incident Management Platform \$19,540 Initiative 2: Governor's Citizens Services Constituent Correspondence Platform \$19,540
Testing and modifications	5 days	Wed 8/1/18	Tue 8/7/18
Data migration	5 days	Wed 8/8/18	Tue 8/14/18
Training	3 days	Mon 8/13/18	Wed 8/15/18
UAT	5 days	Wed 8/15/18	Tue 8/21/18
Deploy	2 days	Thu 8/16/18	Mon 8/20/18

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Exhibit J - Work Plan - Part 3
Date: 5/21/18
Contractor's Initials DN

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GO-LIVE	1 day	Tues 8/21/18	Tues 8/21/18
Post-Launch support	5 days	Mon 8/27/18	Fri 8/31/18
Post-Launch support	5 days	Mon 8/27/18	Fri 8/31/18

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 Exhibit I – Work Plan – Part 3
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 Contractor's Initials DN

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PART 3 - EXHIBIT J
SOFTWARE AGREEMENT

EXHIBIT J: SOFTWARE AGREEMENT

Exhibit J – Not Applicable to this Contract

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PART 3 -EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

EXHIBIT K: WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 System

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

1.2 Software

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

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

1.2.1 the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or

1.2.2 the re-performance of the deficient Services, or

1.2.3 If the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

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Exhibit K - Warranty and Warranty Services - Part 3

Date: 5/31/18

Contractor's Initials PN

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PART 3 -EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

1.5 Compatibility

The Contractor warrants that all System components, including but not limited to the components provided, 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.

1.6 Services

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

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PART 3 -EXHIBIT L
TRAINING SERVICES**

EXHIBIT L: TRAINING SERVICES

The Contractor shall provide the following Training Services.

Training Materials

MTX GROUP INC. will create custom training materials to address the unique needs of the State's business process. Where possible, MTX GROUP INC. will leverage existing materials and customize for the current project. The materials delivered will be in the form of PowerPoint presentations for instructors. Creation of an end user training manual is not in scope, but is available for an additional charge. Materials will be in English only.

End User Training

MTX GROUP INC. will conduct training session(s) to teach end users how to use the system. Each session will last up to 4 hours with up to 15 users. Classes can be in person or virtual. Client is responsible for course logistics for onsite training. All training facilities must include projector, screen (or equivalent), whiteboard (or equivalent), and high speed internet access for instructor machine and participant machines. Participants must provide their own laptops. Client is responsible for duplication of materials. Client is responsible for ensuring participants attend the standard, web-based pre-requisite courses prior to attending the onsite workshops. Cost of printing and shipping materials responsibility of Client

MTX GROUP INC. will provide the pre-requisite courses list. These courses will be at no cost and are expected to be standard prerequisite courses on the MTX GROUP INC. website or on Salesforce.com.

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

EXHIBIT M: AGENCY RFP WITH ADDENDUMS, BY REFERENCE

Exhibit M – Not Applicable to this Contract

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PART 3 - EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE

EXHIBIT N: VENDOR QUOTE, BY REFERENCE

See Attachments: Three (3) MTX GROUP INC. quotes.

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PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS

EXHIBIT O: CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Contractor's Certificate of Good Standing
- B. Contractor's Certificate of Vote/Authority
- C. Contractor's Certificate of Insurance



MTX Group Inc.

333 Broadway
Troy, New York 12180

OCA | Case Management | Statement of Work

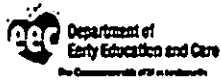
**State of New Hampshire
Department of Information Technology**

27 Hazen Drive
Concord, NH 03301



Trusted Advisor and System Integrator

CITY of BOSTON





Statement of Work (SOW)

Customer	NH Department of Information Technology
Provider	MTX Group Inc
SOW Effective Date	5/30/2018

This statement of work ("SOW") is an agreement between MTX Group Inc. ("Provider") and the company indicated above ("Customer").

1. Project Sponsors

Customer Project Sponsors	Provider Project Sponsors
Theresa Pare-Curtis Director, Web Support Division NH Department of Information Technology Theresa.Curtis@doh.nh.gov	Das Nobel Chief Strategy Officer 518-228-6350 das@mtx2b.com



2. Project Scope

Scope Overview

Provider to assist the Customer with the CRM Integration for the Office of Childcare Advocacy Incident Management by providing technical expertise as consultant support to the Customer and leverage the power of the Salesforce Lightning Service Cloud platform for rapid application of the Customer services processes, accelerated timelines, faster time-to-service resolution; streamline complex processes across organizations and business systems; and eliminate workplace inconsistencies.

3. Project Fee

Fees under this SOW will be based on a Fixed Fee basis and hours are allocated by week below. Any additional hours if added through written request or Change Order will be at the following rates as well:

Role	Rate	Hours	Cost	W1	W2	W3	W4	W5	W6	W7	W8
Project Manager	\$150	51	\$7,650	10	10	4	4	4	4	10	5
Technical Architect	\$175	30	\$5,250	8	8	2	2	2	4	4	0
Technical Consultant	\$150	150	\$22,500	20	20	20	20	20	20	20	10
Salesforce Developer	\$110	120	\$13,200	0	10	20	20	20	20	20	10
QA	\$90	78	\$7,020	0	0	0	10	20	20	20	8
Trainer	\$150	20	\$3,000	0	0	0	0	0	10	10	0
Total Cost			\$58,620								

Milestones and Deliverables:



Please refer to the attached Deliverables.pdf document for a detailed breakdown of all project deliverables.

Change Order Process:

This SOW may be amended by the mutual assent of the Parties, evidenced by a written Change Order that is signed by both Parties. A Change Order will be required if there is a significant change in scope as defined by Customer. The Change Order will describe any changes in Services provided by Provider, any changes in the schedule for completion of any such Services, any changes to assumptions, dependencies or conditions set forth in this SOW, and any additional fees for such changes.

Each Change Order will act as an amendment to this SOW, and upon its execution, Provider will provide Services pursuant to the Terms of the SOW. All Change Orders shall be agreed upon by the parties in writing prior to their implementation.

Notwithstanding the above, Provider can make resource level changes to accommodate project needs as long as there is no impact to the overall budget. These changes will require documented acceptance from both Provider and Customer via a project scope baseline adjustment document, the format of which will be agreed upon during the project.

4. Project Schedule

Estimated 7 - 8 weeks

5. Project Assumptions

Engagement:

- Customer must communicate regularly with Provider and provide timely feedback, and vice versa.
- The provider team to complete development remotely and visit Customer as needed.
- The proposal price is valid for 7 days

Scoping:

The following assumptions have been identified and are used to define the full scope of the project and the parameters of what is to be considered in-scope and out-of-scope.

- Changes to project requirements will be strictly managed so as not to compromise delivery plans or project scope.



- Any work not specified within this SOW is out of scope.
- Any failure by either party to enforce the other party's strict performance of any provision of this SOW will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this SOW.
- Customer will provide, to the extent necessary, administrative usernames and passwords to meet necessary obligations.
- The Provider is not responsible for delays caused by failures, including but not limited to: systems, personnel or environmental causes or in receiving data from the Customer.
- Invoices will be paid on net-30 term.
- The quotation above is a fixed fee based on estimated hours required for the completion of this project. Significant additional hours shall be approved in writing by the Customer and agreed upon by the Provider.
- The Provider is expected to conduct work and engage with the Customer team remotely and occasionally join in-person working sessions as needed.

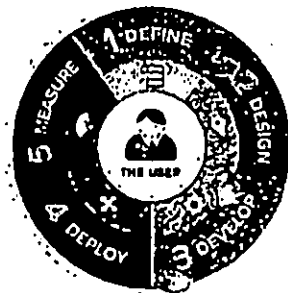
6. Systems Requirements

Salesforce Sandboxes



7. Agile Development Methodology

MTX utilizes agile implementation methodology for delivering customer projects. As a "hybrid agile" process, it blends the best of iterative and Predictive approaches with specific checkpoints to ensure ongoing alignment with customers. The steps and deliverables of each phase vary by project type, but the core tenets to ensure customer satisfaction, innovation, thought leadership, quality and predictability remain intact.





8. General - Signature

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

CUSTOMER	PROVIDER
Signature:	Signature: <i>Des Nobel</i>
Print Name: Theresa Para-Curtis	Print Name: Des Nobel
Print Title: Director, Web Support Division	Print Title: Chief Strategy Officer



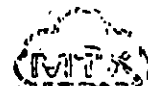
MTX Group Inc.

333 Broadway
Troy, New York 12180

**Citizens Services Constituent Correspondence Platform | Statement of
Work**

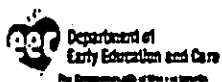
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2. Project Scope

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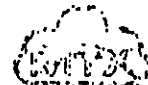
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8. General - Signature

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

CUSTOMER	PROVIDER
Signature:	Signature: <i>Das Nobel</i>
Print Name: Theresa Para-Curtis	Print Name: Das Nobel
Print Title: Director, Web Support Division	Print Title: Chief Strategy Officer



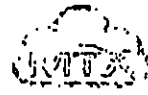
MTX Group Inc.

333 Broadway
Troy, New York 12180

NH DoIT | Professional Services | Statement of Work

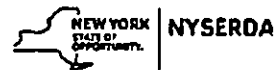
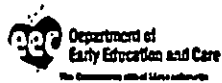
**State of New Hampshire
Department of Information Technology**

27 Hazen Drive
Concord, NH 03301



Trusted Advisor and System Integrator

CITY of BOSTON





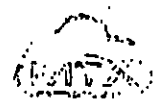
Statement of Work (SOW)

Customer	NH Department of Information Technology
Provider	MTX Group Inc
SOW Effective Date	5/30/2018

This statement of work ("SOW") is an agreement between MTX Group Inc. ("Provider") and the company indicated above ("Customer").

1. Project Sponsors

Customer Project Sponsors	Provider Project Sponsors
Theresa Pare-Curtis Director, Web Support Division NH Department of Information Technology Theresa.Curtis@doh.nh.gov	Das Nobel Chief Strategy Officer 518-229-8350 das@mtxb2b.com



2. Project Scope

Scope Overview

Provider to assist the Customer with Professional Services for adding new State Agency Implementations. These implementations will include Workflows and Notifications, Approval Processes, Process Automation, and Reports & Dashboards.

3. Project Fee

Fees under this SOW will be based on a Time & Materials basis and hours are allocated by week below. Any additional hours if added through written request or Change Order will be at the following rates as well:

Roles	Rate
Project Manager	\$150
Technical Architect	\$175
Technical Consultant	\$150
Salesforce Developer	\$110
QA	\$90
Trainer	\$150

Milestones and Deliverables:

Milestones and Deliverables to be determined as additional Professional Services are detailed and requested by Customer.



Change Order Process:

This SOW may be amended by the mutual assent of the Parties, evidenced by a written Change Order that is signed by both Parties. A Change Order will be required if there is a significant change in scope as defined by Customer. The Change Order will describe any changes in Services provided by Provider, any changes in the schedule for completion of any such Services, any changes to assumptions, dependencies or conditions set forth in this SOW, and any additional fees for such changes.

Each Change Order will act as an amendment to this SOW, and upon its execution, Provider will provide Services pursuant to the Terms of the SOW. All Change Orders shall be agreed upon by the parties in writing prior to their implementation.

Notwithstanding the above, Provider can make resource level changes to accommodate project needs as long as there is no impact to the overall budget. These changes will require documented acceptance from both Provider and Customer via a project scope baseline adjustment document, the format of which will be agreed upon during the project.

4. Project Schedule

To be determined as work scope is determined.

5. Project Assumptions

Engagement:

- Customer must communicate regularly with Provider and provide timely feedback, and vice versa.
- The provider team to complete development remotely and visit Customer as needed.
- The proposal price is valid for 7 days

Scoping:

The following assumptions have been identified and are used to define the full scope of the project and the parameters of what is to be considered in-scope and out-of-scope.

- Changes to project requirements will be strictly managed so as not to compromise delivery plans or project scope.
- Any work not specified within this SOW is out of scope.
- Any failure by either party to enforce the other party's strict performance of any provision of this SOW will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this SOW.



- Customer will provide, to the extent necessary, administrative usernames and passwords to meet necessary obligations.
- The Provider is not responsible for delays caused by failures, including but not limited to: systems, personnel or environmental causes or in receiving data from the Customer.
- Invoices will be paid on net-30 term.
- The Provider is expected to conduct work and engage with the Customer team remotely and occasionally join in-person working sessions as needed.

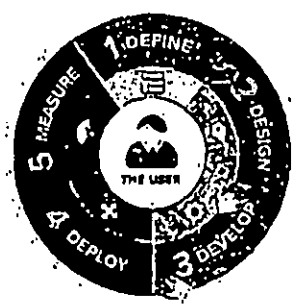
6. Systems Requirements

Salesforce Sandboxes



7. Agile Development Methodology

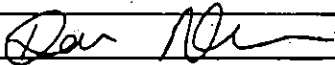
MTX utilizes agile implementation methodology for delivering customer projects. As a "hybrid agile" process, it blends the best of Iterative and Predictive approaches with specific checkpoints to ensure ongoing alignment with customers. The steps and deliverables of each phase vary by project type, but the core tenets to ensure customer satisfaction, innovation, thought leadership, quality and predictability remain intact.





8. General - Signature

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

CUSTOMER	PROVIDER
Signature:	Signature: 
Print Name: Theresa Pars-Curtis	Print Name: Dan Nobel
Print Title: Director, Web Support Division	Print Title: Chief Strategy Officer

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 MTX GROUP INC is a New York Profit Corporation registered to transact business in New Hampshire on May 24, 2018. 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: 795645

Certificate Number: 0004101721



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of May A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Sultana Nobel, President and CEO of MTX Group Inc., do hereby certify that:

(1) I am the President, CEO, and duly elected Member of the Board of Directors of MTX Group Inc., a New York corporation;

(2) I maintain and have custody of and am familiar with the minute books of the Corporation;

(3) I am duly authorized to issue certificates; and

(4) the following is a true, accurate and complete copy of the resolution adopted by the Board of Directors at a meeting of said Board of Directors, held on the May 31, 2018 in accordance with New York law and the by-laws of the Corporation:

RESOLVED: That this Corporation will enter into a contract with the State of New Hampshire, Department of Information Technology, to provide of certain services, and that DAS NOBEL be and hereby is authorized and directed for and on behalf of this Corporation to enter into said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments as he may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of DAS NOBEL affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand at the President and CEO of the Corporation.



Sultana Nobel
President & CEO
MTX Group Inc.

5/31/2018
Date

STATE OF NEW YORK

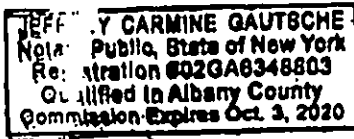
COUNTY OF ALBANY

On this the 31st day of May, 2018, before me, the undersigned officer, personally appeared Sultana Nobel, who acknowledged herself to be the President and CEO of MTX GROUP INC., a corporation, and that she, as President and CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing in the name of the corporation.

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



Jeffrey Gautsche
Notary Public
My Commission Expires October 3, 2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2018

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 The Reis Group 440 Third Avenue Suite 400 Watervliet NY 12189	CONTACT NAME: Marianne Watson	
	PHONE (AG, Ho, Ext): (518)268-9966	FAX (AG, Ho): (518)268-9939
	EMAIL ADDRESS: mwatson@reinsurance.com	
INSURED MTX Group Inc. 333 Broadway Suite 480 Troy NY 12180	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HAR - Sentinel Ins Co Ltd	NAIC # 11000
	INSURER B: HAR - Hartford Casualty Insurance Company	29424
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: MTX Group Inc 18-19 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.

USER LTR	TYPE OF INSURANCE	ADD NUMBER	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	01SBARG2520	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per 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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS, NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (If yes, describe in HR) DESCRIPTION OF OPERATIONS below	Y/N N/A	01WECKZ6504	06/01/2018	06/01/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

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

Certificate Holder is named as Additional Insured with regard to Commercial General Liability coverage provided there is a written contract or agreement between parties requiring such status.

CERTIFICATE HOLDER State of New Hampshire Dept. of Information Technology Ann.Chief Information Officer 27 Hazen Dr 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/29/2018

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

PRODUCER The Reins Group 440 Third Avenue Suite 400 Watervliet NY 12189	CONTACT NAME: Marianne Watson PHONE (A/C No. Ext): (518) 266-9966 FAX (A/C No.): (518) 266-9959 E-MAIL ADDRESS: mwatson@reinsinsurance.com
INSURED MTX Group Inc. 333 Broadway Suite 460 Troy NY 12180	INSURER(S) AFFORDING COVERAGE INSURER A: RAR - Sentinel Ins Co Ltd NAIC # 11000 INSURER B: RAR - Hartford Casualty Insurance 29424 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** MTX Group 17-18 **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 NUMBER (INSR. NO.)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	018BAR02520	6/1/2017	6/1/2018	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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA OCCUR) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	01WECW6504	6/1/2017	6/1/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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CERTIFICATE HOLDER State of New Hampshire Dept. of Information Technology Attn: Chief Information Officer 27 Hazen Dr 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 P Casciaro, CIC, CERM
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