



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

December 10, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Requested Action

Authorize the Department of Safety, Division of Emergency Management and Communications, to enter into a contract with Red River Computer Co., Inc. (VC #157937-B002) of 21 Water St., Suite 500, Claremont, NH, in an amount not to exceed \$125,000.00 for the purpose of providing professional services to install Cisco Voice over Internet Protocol (VoIP) applications, hardware, and software. Effective upon Governor and Executive Council approval through February 1, 2016. Funding source: 100% Revolving Funds.

Funds are available in the SFY2015 operating budget as follows and are contingent upon availability and continued appropriations in SFY2016 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-236510-18700000 Dept. of Safety – Emer. Communications – Statewide Communications
046-500416 Consultants – IT Consultants-Telecommunications

<u>SFY2015</u>	<u>SFY2016</u>	<u>Total</u>
\$60,000.00	\$65,000.00	\$125,000.00

Explanation

This contract provides for the installation of Cisco Voice over Internet Protocol (VoIP) applications, hardware, and software that will increase the ability of the IT Help Desk to resolved VoIP-related issues for all State agencies. The Department of Safety, Division of Emergency Management and Communications, Bureau of Statewide Telecommunications, is responsible for centralizing the State telephone infrastructure under a single VoIP cluster, which involves combining seven unique clusters under one system and converting Centrex and analog telephones to VoIP operations. This contract will enable the Bureau to implement and modify system applications (i.e., Unified Presence, Emergency Responder, Unified Contact Center, Call Manager, Unity, Unity Connection and Presence Operations) thus allowing State agencies to take advantage of new technology allotted through the VoIP system and thereby improve call control and customer agency operations.

A Request for Bid (RFB) was released on October 17, 2014, published on the Department of Administrative Services Bureau of Purchasing website with notices released by the Department of Information Technology to their list of vendor contacts. Two vendors responded with bids; however, only Red River Computer Company was qualified.

Respectfully submitted,


John J. Barthelmes
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Steven J. Kelleher
Acting Commissioner

December 9, 2014

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Red River Computer Company, Inc. (Red River) as described below and referenced as DoIT No. 2015-067.

The purpose of this contract is to obtain professional services for the development of Cisco Unified Communications telephony applications for customer agencies based on hourly support costs. Red River shall assist to define and install Cisco VoIP applications inclusive of design services, software, and hardware VoIP products. Red River shall not be provided direct access to network operations or network switching equipment; it shall be specific to NH VoIP operations. Upon Governor and Executive Council approval the contract will run for a period of one year and include a one year optional extension at a contract price limitation of \$125,000.

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

Sincerely,

A handwritten signature in black ink that reads "Steven J. Kelleher".

Steven J. Kelleher

SJK/dcp
DOS 2015-67

cc: David Perry, DoIT Contracts Manager
Bart Bronson, DOIT/DOS IT Lead

Bid Summary
Cisco VoIP Professional Services RFB DoIT 2015-067

Vendor	Standard Service Rate Per Hour	Weekend Service Rate Per Hour
Red River Computer Company, Inc.	\$150.00	\$225.00
RAD.gov	Not Qualified	Not Qualified

Reviewers:

Kevin Connor, Supervisor (three years) – Statewide Telephone Operations – Mr. Connor has been responsible for the implementation, support, and enhancements of the State’s Voice over Internet Protocol (VoIP) based telephone system for the State of New Hampshire.

Richard Bailey, Director (four years) – Division of Motor Vehicles – Mr. Bailey held the position of Chief Information officer with the Department of Information Technology (DoIT) in 2008 and was responsible for all DoIT operations and acquisitions. Director Bailey has firsthand knowledge of VoIP operational requirements.

Dennis Leclerc, Business Systems Analyst (20 years) – Department of Safety and Department of Administrative Services – Mr. Leclerc has been employed in the telecommunications industry for the past 38 years with experience in equipment hardware and software engineering design, quality assurance engineering, sales and marketing; within the past 20 years creating, evaluating and recommending awards for bids within State government.

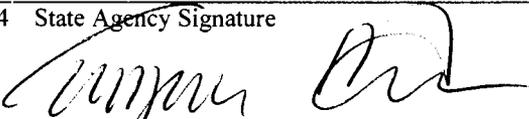
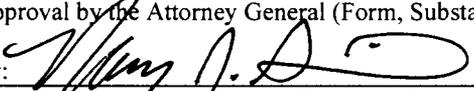
Subject: Cisco VoIP Professional Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Red River Computer Co., Inc.		1.4 Contractor Address 21 Water Street Suite 500 Claremont, NH 03743	
1.5 Contractor Phone Number 603-448-8880	1.6 Account Number 10-023- 23000 -18700000-046- 500416 236510 <i>DTL</i>	1.7 Completion Date February 1, 2016	1.8 Price Limitation \$125,000.00
1.9 Contracting Officer for State Agency Dennis J. Leclerc		1.10 State Agency Telephone Number 603-227-0052	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Daniel B McGee, Secretary	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Sullivan</i> On <i>Nov 24, 2014</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		STEVEN D. BOURQUE NOTARY PUBLIC State of New Hampshire My Commission Expires April 13, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace Steve Bourque, Notary Public NH			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Elizabeth Bielecki, Director of Administration	
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) By:  On: <i>12/11/2014</i>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Safety. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

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

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

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

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

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

EXHIBIT A SCOPE OF SERVICES

1.0 GENERAL SUMMARY

1.1 Purpose

The Contract provides for hourly support of Cisco Unified Communications phone systems and related equipment. The Contractor shall also assist to define and install Cisco VoIP applications and third party software and hardware over VoIP products. Contractor shall not be provided direct access to network operations or network switching equipment. Work shall be specific to VoIP operations.

1.2 Contractor Competence

Contractors must be technically competent to work on equipment for which they are to service. The Contractor must maintain a staff of fully certified and experienced personnel meeting all Contract requirements.

1.3 Contract Duration and Cost

Contract shall commence upon approval of Governor and Executive council and end approximately 12 calendar months thereafter on February 1, 2016. The term of the contract may be extended for successive twelve (12) month periods per agreement of the Contractor and State upon approval by Governor and Executive Council. The terms and conditions of the Contract shall remain fixed throughout the term of the Contract and any extension thereof.

1.4 Termination

The State of New Hampshire shall have the right to terminate any resulting contract at any time by giving the successful Contractor a thirty (30) day written notice.

1.5 Contractor Responsibility

Contractor shall be solely responsible for meeting all terms and conditions specified in the contract. Any subcontractor shall be approved by the State prior to Contractor release of work requests. All subcontractors shall meet and abide by all terms and conditions assigned to the Contractor.

The State shall retain the right to reject proposed subcontractors based upon past experience, educational achievements and/or compatibility with State policy and procedures. All Contractor and subcontracted Contractor employees servicing the State must speak clear English as well as be good communicators as noted by State staff. The Contractor shall remain wholly responsible for performance of any training under the Contract and will be considered the point of contact with regard to all contractual matters, including payment of any and all charges.

1.6 Liability

The State shall not be liable for costs incurred by the Contractor for work performed prior to contract issuance.

1.7 Purchase Outside of Contract

The State reserves the right to purchase services outside of the awarded contract where it is deemed appropriate by the State.

1.8 News Release

Public announcements or news releases pertaining to this Contract must not be made without prior written approval of the State.

2.0 PERFORMANCE REQUIREMENTS

2.1 Scope of Services

Contractor shall provide all services either remotely or on site primarily within Concord, NH or Laconia, NH, dependent upon site requirements. Primary responsibility will be the programming of Cisco based VoIP equipment, with an occasional request to assist in mounting and activating equipment, end user training, and establishment of specific job definitions. Contractor shall not be responsible to transport equipment. Work will vary with job assignments.

All work shall be preceded with a request to quote services resulting in an itemized list of services and associated hours to complete and final costs. In the event the scope of services is extended beyond quote limitations, Contractor shall provide an additional work extension quote in order for the State to determine if the Contractor is to continue a specific job. It is the Contractor's responsibility to provide a good faith estimate and any extenuating circumstances which may extend a specific job beyond the initial quote. Any discovery required to define work or complete changes shall be included in the Contractor's not to exceed quote.

The Contractor shall contact the state in the event of a technical failure requiring the opening of a Technical Assistance Case with Cisco. The State shall contact Cisco and work with the Contractor to perform any corrective activities advised by Cisco, and approved by the State.

Contractor assignments shall be defined by the State, yet may require Contractor investigation in order to complete projects. Inclusive are system programming, VoIP equipment/software investigation, software/hardware deployment, application development and end user training. Work will primarily take place in Concord, NH, but may also include any additional New Hampshire locations with primary network nodes that may develop during the maturing of the network.

The State shall define Contractor access to State network equipment prior to the deployment of any service solutions.

2.2 Service Requests

Contractor shall be available for customer meetings and provide quotes for service by the 10th day after State request issuance. Requests for services shall be provided in written form e-mailed to the Contractor sent to the Contractor distribution box indicated in section 2.9 Account Team Access. Requests will define a summary of the scope of work, contact person, site location and associated details of the service. Final request to perform work will be released after the acceptance of Contractor quote.

2.3 Service Coverage

Most service work shall be performed during standard State business hours of 8:00 a.m. through 4:30 p.m. when possible. Actual downloading, activation or testing of VoIP service updates shall be performed outside of 8:00 a.m. to 4:30 p.m., Monday through Friday to avoid interruption of customer agency operations. Contractor shall maintain adequate (certified and experienced) staff and materials to comply with all Contract terms.

2.4 Service Types

Hourly support can include but is not limited to:

- Cisco Unified Presence;
- Cisco Emergency Responder;
- Cisco Unified Contact Center including scripting;
- Cisco Call Manager 7.X and above Publisher and Subscribers;
- Unity and Unity Connection Publisher and Subscribers;
- Firmware upgrades;
- Call Manager, Unity, Emergency Responder, and Presence operations.

2.5 Contractor Employee Security Review

Prior to providing service to the State and entering any State facility, each Contractor and/or subcontractor employee must obtain security clearance from the State. Each employee's name, date of birth and social security number who will be performing work at State offices must be provided to the State. *No Contractor employee shall be allowed on a job site without first obtaining such clearance.* Contractors must advise the State of any new employees and provide related security information prior to performing any State contract work. These terms are inclusive of any subcontractor or other personnel providing services at State facilities. The State shall retain the right to review security clearance of any and all Contractor employee at any time during the contract. The determination of acceptance shall be solely the State's decision, revealed to the Contractor on pass or fail basis. The following items apply:

2.5.1 Employee Agreements

Employee agreements allowing background checks will be exclusively the responsibility of the Contractor.

2.5.2 Contractor Employee Precluded from Building Access

The State may require that a Contractor employee be precluded from entry into any facility. The Contractor shall replace any such employee working at such locations with alternate personnel as directed by the State. Should installation personnel be rejected by the State, the Contractor must provide replacement personnel immediately in order to meet assigned installation dates.

2.5.3 Notice of Employee Changes

The Contractor shall provide written notice to the State of any changes of Contractor employees providing service to the State, and obtain authorization from the State for acceptance prior to service provisioning by such employee.

2.5.4 Security Requirement Compliance

All Contractor personnel must comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.

2.5.5 ID Badges

Contractor shall provide employee picture ID badges including the company name and company contact telephone number for each employee servicing the State account. All Contractor employees while servicing the State shall wear the ID. The State shall retain the right to disallow service and site access to any employee not displaying an ID badge. All costs for acquiring IDs shall be borne by the Contractor.

2.6 Contractor Staff

Contractor shall provide a contract manager and associated staff for Contract administration. Contractor shall maintain a list of proposed technical resources that will perform requested services. Contractor shall provide personnel resumes inclusive of relevant Cisco certifications of each technical resource including work experience inclusive of trainer experience prior to work assignments. Minimum Cisco certifications per achievement level are noted below. Minimum work experience shall be three years. Work functions shall include design, implementation and modifications to Unified Contact Center advanced scripting, Unified Personal Communicator, Cisco Integrated Video Phone, Cisco Video Conferencing, Cisco Audio Conferencing systems and end point user training. Changes in personnel, certifications and related information must be filed with the State on the first day of every month.

Cisco Certifications: Contractor must provide staff with Professional level or higher of Cisco Certifications with advanced level of certification that reveals additional expertise with networking skills. Certifications shall include certification in addition to the following:

- Cisco Certified Design Professional or Expert
- Cisco Certified Network Professional or Expert
- Cisco Certified Network Professional or Expert Voice

2.7 Contractor Contract Manager

Contractor shall provide a contract manager and associated staff for the administration of any resulting contract.

2.8 Primary State Contact

The primary contact for the State shall be:

Dennis Leclerc (or alternate)
Department of Safety, Bureau of Statewide Telecommunications
33 Hazen Drive, Room 201A
Concord, NH 03305
Telephone No. 603-227-0053
E-Mail: dennis.leclerc@dos.nh.gov

The State may at any time designate an alternate contracting officer or delegate responsibilities among additional employees.

2.9 Account Team Access

The Contractor must provide telephone, facsimile, and Internet e-mail access to each individual on the Contractor account team. General toll free numbers must be provided for telephone and facsimile services on a statewide basis. A Contractor distribution mailbox must be provided and internally routed to multiple Contractor contacts for the release of State service orders, avoiding single contact issues.

2.10 Employee Status to the State of New Hampshire

Contractor employees shall in all respects be independent of the State and in no way considered employees of the State

2.11 Contractor Employee Reassignment

The State reserves the right to require the Contractor to train, counsel or reassign any personnel (including subcontractors) whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the Contractor services.

2.12 Work Reports

Complete written work reports shall be e-mailed into the contracting officer or designated substitute on a daily basis listing each job performed during the previous work day and the status of the job along with an estimated completion date. The report will be used to verify service hours and work progress. Invoiced services must reflect the hours worked as reported.

2.13 Interfacing with Other contractors

Contractor may be required to contact alternate contractors to coordinate service provisioning. The State will mediate in the event of any conflicts. Contractor must attend any meetings called by the State to resolve conflicts. Contractor must abide by State resolution of all such conflicts, and perform services as directed by the State.

2.14 Service Warrantee

Contractor shall warranty work for a period of 60 days subsequent to State acceptance of job completion. Any incomplete items quoted by the Contractor shall be completed and proven satisfactory to the Telecommunications Office and the Agency Customer.

**EXHIBIT B
PRICE**

Contractor shall propose services to the State based upon the following:

1. DETAILED INVOICES

The Contractor shall only accept service requests initiated by the Department of Safety, Bureau of Statewide Telecommunications. Invoices shall be submitted after completion of work. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

All bills, invoices and documentation shall be forwarded directly to:

Department of Safety, Bureau of Statewide Telecommunications
33 Hazen Drive
Room 210A
Concord, NH 03305

2. DETAILED INVOICES

It is the responsibility of the Contractor to present detailed itemized invoices upon work completion. Details shall include the name(s) of the Contractor employee(s) completing services, hours worked, service rate and job request reference number. Hours worked shall be listed in ½ hour increments per employee per job, from the actual start time to end time. Time to travel to and from a site shall not be included in the labor hours charged. Travel time and mileage charges shall not be accepted.

3. SERVICE HOURS

Standard service hour rates shall reflect work performed at any time Monday through Friday, 12:00 a.m. through 11:59 p.m.

Weekend service hour rates shall reflect work performed at any time between Saturday, 12:00 a.m. through Sunday at 11:59 p.m.

All off-site service hours shall be charged at standard service hour rates unless otherwise approved by the State.

4. TRAVEL

Contractor shall be responsible for the transportation of personnel to the job site. The State shall not be charged mileage or labor during travel time including that time required to acquire or deliver supplies or equipment. The State shall not be charged for Contractor network access, ISP provisioning, equipment or any related rates charged against remote access.

5. PAYMENT

Payment shall be due the Contractor within 30 business days of delivery of invoice and associated documentation as defined within this document. Payment shall only be made after completion of work requests.

6. NOT TO EXCEED QUOTE

Contractor shall provide a not to exceed quote for specific work requested by the State. The State shall not pay for the quote nor the time required producing the quote. Quote requests are not a verification of work request. The State is not required to issue a work request as a result of a request for quote.

6. PRICE TABLE

The following definitions apply:

Standard Service Rate per Hour: Rate for work performed at any time Monday through Friday, 12:00 a.m. through 11:59 p.m.

Weekend Service Rate per Hour: Work performed at any time between Saturday, 12:00 a.m. through Sunday at 11:59 p.m.

PRICE TABLE

The Contractor shall perform services for the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included within. Prices shall remain firm for the entire term of the Contract, any extension thereof, and shall include all service charges. No additional office fees, consulting fees or other service fees shall apply.

	Standard Service Rate per Hour	Weekend Service Rate per Hour
	\$150.00	\$225.00

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions to this agreement.

RED RIVER COMPUTER CO., INC.

CERTIFICATE OF ASSISTANT SECRETARY

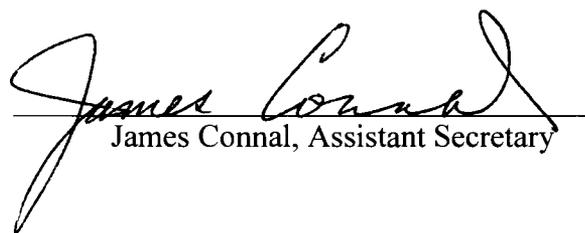
I, James Connal, the duly elected Assistant Secretary of Red River Computer Co., Inc., a New Hampshire corporation (the "Corporation"), hereby certify as follows:

1. The following resolution was duly adopted by the unanimous written consent of the directors of the Corporation dated Nov 24, 2014, filed with the records of the meetings of the Board of Directors of the Corporation and such resolutions have not been rescinded or amended and are in effect on the date hereof:

RESOLVED: To ratify, confirm, and approve entering into an Agreement with the State of New Hampshire (Department of Safety) for Cisco VoIP Professional Services, with services to be performed by this corporation to include hourly support of Cisco Unified Communications phone systems and related equipment and assistance to define and install Cisco VoIP applications and third party software and hardware over VoIP products, all on the terms and at the pricing provided in such Agreement, and to authorize Daniel McGee, as Secretary of the corporation, to execute and deliver the Agreement on behalf of the corporation.

2. Daniel McGee has been elected to and now holds the office of Secretary in the Corporation.

Nov 24, 2014


James Connal, Assistant Secretary

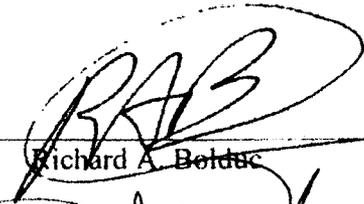
RED RIVER COMPUTER CO., INC.

Consent of Directors

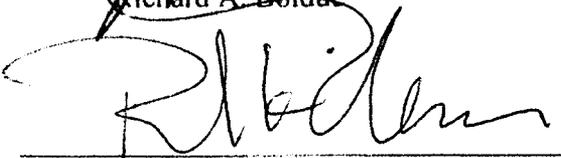
The undersigned, being all of the directors of Red River Computer Co., Inc., a New Hampshire corporation, hereby unanimously consent to the adoption of the following resolution:

RESOLVED: To ratify, confirm, and approve entering into an Agreement with the State of New Hampshire (Department of Safety) for Cisco VoIP Professional Services, with services to be performed by this corporation to include hourly support of Cisco Unified Communications phone systems and related equipment and assistance to define and install Cisco VoIP applications and third party software and hardware over VoIP products, all on the terms and at the pricing provided in such Agreement, and to authorize Daniel McGee, as Secretary of the corporation, to execute and deliver the Agreement on behalf of the corporation.

Nov. 24, 2014


Richard A. Bolduc

NOVEMBER 24, 2014


Richard K. Mann

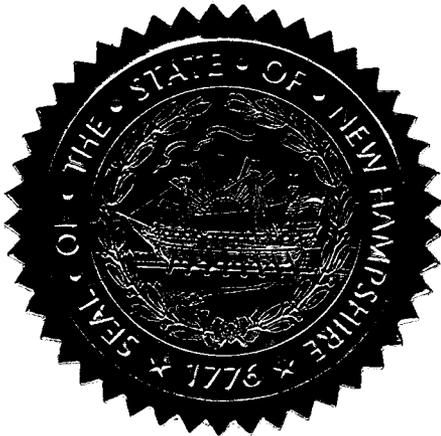
24 Nov., 2014


Nicholas M. Anderle

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 RED RIVER COMPUTER CO., INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 14, 1995. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



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 November, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/28/2014

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

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

PRODUCER Hull Maynard Hersey Insurance Services Inc. PO Box 607 2588 East Woodstock Road Woodstock VT 05091		CONTACT NAME: Karen Wojtusiak McCumber PHONE (A/C No. Ext): (802) 457-4143 FAX (A/C. No): (802) 457-4169 E-MAIL ADDRESS: karen@hmvvt.com															
INSURED RED RIVER COMPUTER CO. INC, 21 WATER STREET Suite 500 CLAREMONT NH 03743		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Insurance Group</td> <td></td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit</td> <td>41840</td> </tr> <tr> <td>INSURER C: Citizens Ins. Co. of America</td> <td>31534</td> </tr> <tr> <td>INSURER D: Travelers Insurance Company</td> <td>36161</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Group		INSURER B: Allmerica Financial Benefit	41840	INSURER C: Citizens Ins. Co. of America	31534	INSURER D: Travelers Insurance Company	36161	INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER** Master 2014 - 2015 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ZBV9854463 02	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			AWV9865498 02	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			DHV9867063 02	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WBV9858260 WDV9820339	9/1/2014 9/11/2014	9/1/2015 9/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Ocean Marine Cargo			ZOC14P62748-13-ND	9/1/2014	9/1/2015	United States 1,000,000
							Overseas 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
State of New Hampshire is an additional insured.

CERTIFICATE HOLDER

State of New Hampshire

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

K Wojtusiak McCumber/ *Karen Wojtusiak - McCumber*