



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120  
Concord, New Hampshire 03301

[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

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

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

May 11, 2020

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

## REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to enter into a **sole source** contract amendment option with Interactive Digital Solutions, Inc., 14701 Cumberland Rd. Suite 400, Noblesville, IN 46060, vendor #230762, for Video Conferencing Services by increasing the price limitation by \$10,000 from \$30,000 to \$40,000 and by extending the term of this contract from June 30, 2020 to June 30, 2021 effective upon approval of Governor and Council. The original contract was approved by Governor and Executive Council on May 3, 2017, late item #D.

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

## EXPLANATION

This **sole source** first amendment will ensure that there are no disruptions in the provision of video conferencing services for agencies working with the Department of Information Technology. Through collaboration with the Department of Information Technology, the Bureau of Purchase and Property has identified this twelve (12) month extension to be the most cost effective approach to continuing services. This extension is requested in part due to the COVID-19 Pandemic and will allow both Agencies to continue to gather market research that will further identify the future of these services within State agency environments.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
March 11, 2020  
Page 2 of 2

Based on the foregoing, I am respectfully recommending approval of the contract with Interactive Digital Solutions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Charles M. Arlinghaus', written in a cursive style.

Charles M. Arlinghaus  
Commissioner

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN INTERACTIVE DIGITAL SOLUTIONS, INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR VIDEO CONFERENCING SERVICES  
CONTRACT # 8002163**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 28<sup>th</sup> day of April, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Interactive Digital Solutions, Inc. (hereinafter referred to as "the Contractor") for Video Conferencing Services.

WHEREAS, pursuant to an agreement originally approved by Governor and Executive Council on May 3, 2017, late item D, for a period to extend through June 30, 2020, the Contractor agreed to perform certain video conferencing services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, Item 1.7 Completion Date and substitute the following:

1.7 June 31, 2021.

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

1.8 \$40,000.00

3. All other provisions of the Agreement, approved by the Governor and Executive Council on May 3, 2017, shall remain in full force and effect.

INTERACTIVE DIGITAL SOLUTIONS, INC.

By: Tracy Mills

Tracy Mills

(Print Name)

Title: President

Date: 4/28/2020

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 28 day of April, 2020

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

TRACY MILLS

And acknowledge that he executed this document indicated above.

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

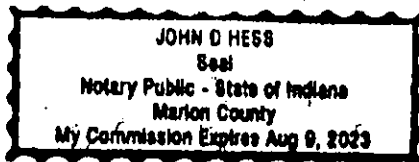
John D Hess

(Notary Public/Justice of the Peace)

My commission expires:

8/9/2023

(Date)



STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus

(Print Name)

Title: Commissioner

Department of Administrative Services

Date: 5/6/2020

OFFICE OF THE ATTORNEY GENERAL

By: Takmina Rakhmatova

(Print Name)

Title: Attorney

Date: 5/12/2020

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

Signed: \_\_\_\_\_

(Print Name)

Title: \_\_\_\_\_

# State of New Hampshire

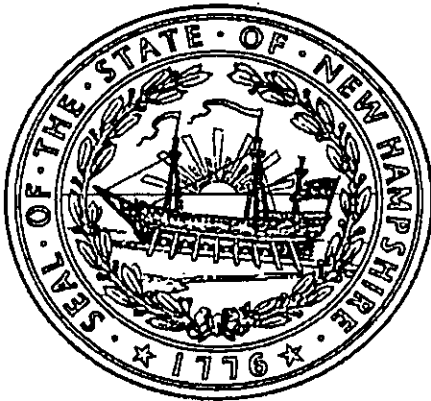
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERACTIVE DIGITAL SOLUTIONS, INC. is a Indiana Profit Corporation registered to transact business in New Hampshire on March 24, 2015. 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: 723015

Certificate Number: 0004823620



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of March A.D. 2020.

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

William M. Gardner  
Secretary of State



INTEDIG-01

KEADAMS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/23/2019

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 Conner Insurance Inc. 8446 Keystone Crossing Suite 200 Indianapolis, IN 46240	CONTACT NAME: PHONE (A/C, No, Ext): (317) 808-7711	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED  Interactive Digital Solutions, Inc. 14701 Cumberland Road, #400 Noblesville, IN 46060	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company of America		25674
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> TECH E&O/NETWORK <input checked="" type="checkbox"/> INFO SECURITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	X		ZLP12P71133	1/1/2020	1/1/2021	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 TECH E&O \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP- \$500 Ded <input checked="" type="checkbox"/> COLL- \$500 Ded	X		BA1L835325	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP8L462801	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 5,000,000 \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB8J722952-19	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Property			ZLP12P71133	1/1/2020	1/1/2021	PERS PROP 1,694,500
A	Transportation			ZLP12P71133	1/1/2020	1/1/2021	ANY JOB 250,000

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; DEPARTMENT OF  
ADMINISTRATIVE SERVICES  
Paul Rhodes or his successor  
25 Capitol Street  
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

INTERACTIVE DIGITAL SOLUTIONS, INC.  
MEETING OF THE BOARD OF DIRECTORS  
BY WRITTEN CONSENT

We, the undersigned, being all the directors of Interactive Digital Solutions, Inc. hereby consent in writing to the following action:

**VOTED:** This written consent shall take the place of the meeting of the directors and shall constitute a written waiver of notice thereof.

**FURTHER VOTED:** From 4/17/20 forward, Tracy Mills, President of Interactive Digital Solutions, Inc. is hereby authorized to execute, submit, deliver and amend, on behalf of Interactive Digital Solutions, Inc. any and all documents or contracts in connection with video communications services for the State of New Hampshire Employment.

Tracy Mills

Director's Name

Tracy Mills

Director's Name

Acknowledgement: State of Indiana, County of MARION on 4/21/2020, before the undersigned officer, personally appeared the person identified as Tracy Mills in the block above, or satisfactorily proven to be the person whose name is signed as "Contractor Signature" in the block above, and acknowledged that she/he executed this document in the capacity indicated in the block above as "President"

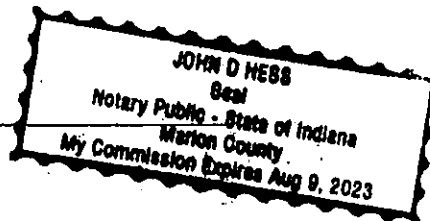
Signature of Notary Public/Justice of Peace

John D. Hess

[Seal]

Name & Title of Notary Public/Justice of Peace

John D. Hess



CERTIFICATE OF VOTE

I Tracy Mills, sole owner of Interactive Digital Solutions, Inc., retain authority, to execute, submit, deliver and amend, on behalf of Interactive Digital Solutions, Inc. any and all documents or contracts in connection with video conferencing solution services for the State of New Hampshire.

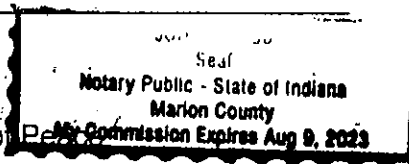
Signed Tracy Mills Dated 4/21/2020  
Name Tracy Mills Title President

Acknowledgement: State of Indiana, County of Marion on 4/21/2020, before the undersigned officer, personally appeared the person identified as Tracy Mills in the block above, or satisfactorily proven to be the person whose name is signed as "Contractor Signature" in the block above, and acknowledged that she/he executed this document in the capacity indicated in the block above as "President"

Signature of Notary Public/Justice of Peace

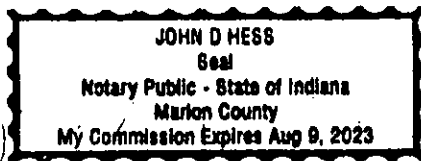
John D. Hess

[Seal]



Name & Title of Notary Public/Justice of Peace

John D. Hess







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

MAY 1 2017

VICKI V. QUIRAM  
Commissioner  
(603)-271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603)-271-3204

April 27, 2017

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services to enter into a contract with Interactive Digital Solutions, Inc., Noblesville, IN. 46060, vendor #230762, for Video Conferencing Services in an amount not to exceed \$30,000.00 in total for the term of the contract. The term shall be for three (3) years effective upon Governor and Council approval and ending on June 30, 2020. This contract will replace the existing Video Teleconferencing Networking Services contract with ConnectNH that was approved by Governor and Executive Council on October 7, 2009, Item #19 and amended on June 20, 2011, item #18, June 19, 2013, Item #21, and June 10, 2015, item #36, which expires on June 30, 2017.

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

**EXPLANATION**

ConnectNH is ceasing operations on June 30, 2017, therefore the State is required to find a replacement for those services. Currently two (2) agencies require video conferencing services (Department of Justice (DOJ) and Department of Health and Human Services (DHHS)) however this service will be offered to all state agencies that may require this service in the future. On January 23, 2017, the Bureau of Purchase & Property issued RFP #1951-17 for Video Conferencing Services. On February 17, 2017, four (4) compliant proposals were received.

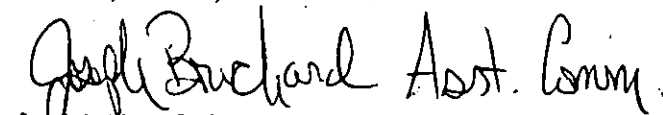
Proposals were evaluated on the basis of the vendors' monthly fees, in conjunction with a weighted measure for qualifications and technical expertise, 10 points for the vendor's experience, 15 points for the vendor's technical qualifications, 25 points for the vendor's solution qualifications, and 50 points for the vendor's solution cost.

Attached are copies of the evaluation of the compliant proposals. The RFP was advertised on the Purchase & Property bids web site. The evaluation team consisted of representatives from the Department of Information Technology (DoIT, and Department of Administrative Services (DAS).

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
April 27, 2017  
Page 2 of 2

Based on the foregoing, I am respectfully recommending approval of the contract with  
Interactive Digital Solutions, Inc.

Respectfully submitted,

  
Vicki V. Quiram  
for Commissioner

CONTRACT SUPPLEMENTAL INFORMATION SHEET

**CONTRACT:** Interactive Digital Solutions, Inc. (herein referred to as the "Contractor") to provide the State of New Hampshire, Department of Administrative Services, with Video Conferencing Services, in accordance with Request for Proposal # 1951-17.

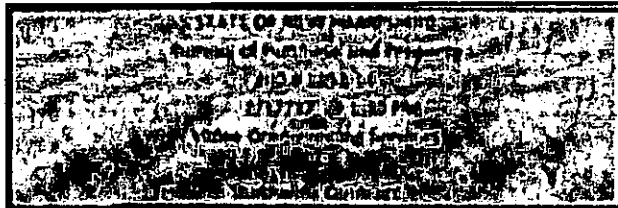
**DESCRIPTION:** The Contractor shall be responsible for all Services, network configuration, development and Proof of Concept associated with this Contract. In addition, the Contractor shall be responsible for overall support and coordination, migrating from pre-existing Contractor services, interfacing/integrating with Agency systems, testing and support services.

**EXPLANATION:** The Request for Proposal was sent to multiple Vendors on January 23, 2017. On February 17, 2017, four compliant proposals were received. Proposals were evaluated on the basis of the vendors' monthly fees, in conjunction with a weighted measure for qualifications and technical expertise. Interactive Digital Solutions, Inc. was the highest scoring vendor, both cost and technical.

<u>Bidder</u>	<u>Monthly Cost Bid</u>	<u>Annual Cost</u>	<u>Cost Delta next low bid</u>	<u>Cost % Less Than Next Low</u>
<b>Contractor</b>	<b>\$700.00</b>	<b>\$8,400.00</b>	<b>(\$6,548.64)</b>	<b>22%</b>
Zoom	\$1,245.72	\$14,948.64	-----	-----
Chorus Call	\$5,083.31	\$60,999.72	-----	-----
HB Comm.	\$152,309.50	\$?	-----	-----

<u>Current Monthly Expense</u>	<u>New Monthly Rate/Expense</u>	<u>Monthly Cost Savings</u>
\$6,112.00	\$700.00	\$5,412.00

With ConnectNH ceasing operations and the new proposed contract moving to a cloud based solution the State is completely eliminating the need for the need for the monthly costs associated with the T1 and Y1 circuit connections. Those alone are a reduction of \$3,936 per month.



CATEGORIES	AVAILABLE POINTS	ID Solutions	Zoom	HB Comm	Chorus Call
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;					
Experience	10	9	8	6.5	4.5
Vendor Company and Staff Qualifications/Experience					
Technical	15	13.5	6.5	11	4.5
Technical approach/ methodology					
Project Work Plan					
Methodology					
Timeline					
Project Team					
Detail					
Solution	25	21.5	12.5	17	8.5
Requirements Match					
Ease of Use					
Archival Functionality					
Training Plan					
Helpdesk Support					
PRICE PROPOSAL	50	50.0	29.8	0.2	7.3
TOTAL POTENTIAL TECHNICAL AND PRICE POINTS	100	94.0	56.8	34.7	24.8


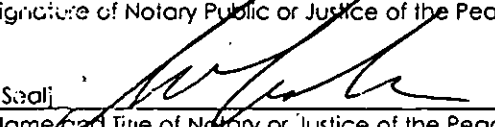
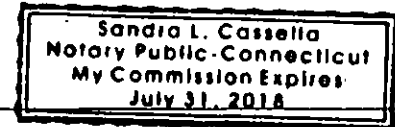
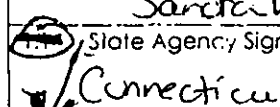
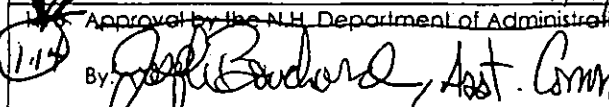
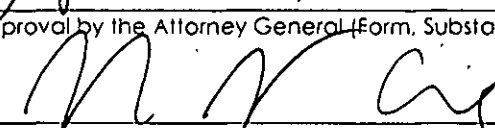
Subject: Video Conferencing Solution Services

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03304	
1.3 Contractor Name Interactive Digital Solutions, Inc.		1.4 Contractor Address 14701 Cumberland Road Suite 400 Noblesville, IN, 46060	
1.5 Contractor Phone Number (203)980-6928	1.6 Account Number N/A	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$30,000.00
1.9 Contracting Officer for State Agency Paul Rhodes		1.10 State Agency Telephone Number (603)271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Pat Cassella, Vice President	
1.13 Acknowledgement: State of _____, County of _____ On <u>April 17th, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace Sandra L. Cassella, Notary			
1.14 State Agency Signature  Connecticut Date: 4/17/17		1.15 Name and Title of State Agency Signatory Vicki V. Quiron, Commissioner Joseph Bouchard, Asst. Comm.	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  DATE: 5-1-17 Director, On: 5-1-17			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/1/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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



## **EXHIBIT A SCOPE OF SERVICES**

### **1. INTRODUCTION**

Interactive Digital Solutions, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Video Conferencing Solution Services in accordance with the proposal submission in response to State RFP # 1951-17 and as described herein.

### **2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFP 1951-17

### **3. TERM OF CONTRACT**

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on June 30, 2020, a period of approximately three (3) years, unless extended for additional terms.

### **4. SCOPE OF WORK**

Contractor shall provide state of the art, quality video conferencing services to all State Agencies by means of a hosted solution. Configuration, management, and support of the video conferencing system and equipment shall be provided by the Contractor. Current Agency configurations shall be duplicated on the new Video Conferencing system. For current agencies, and as new agencies request services, Contractor shall support equipment selection, installation, configuration, training, maintenance, and support.

#### **Security Requirements**

- Health Insurance Portability and Accountability Act (HIPPA) compliance shall be held for the duration of the contract.
- Contractor's system shall be capable of traversing the State's existing networks and abide by respective security policies.

#### **Storage of Data**

- Recordings must be stored in a secured, limited access location with off-site redundancy (see HIPPA requirements) – this requirement may be waived during the term of the Contract should DoIT decide to store and take responsibility for recordings locally; Solution shall meet the State of NH security requirements in regards to firewall traversal, encryption of calls, and recording and archiving of calls;
- ANSI/TIA-942 Tier 3 or equivalent Data Center inclusive of redundant equipment and pathways;
- A secure data hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins;
- The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access

must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center;

- Contractor shall provide multiple data storage locations, with data stored on secure servers within the United States;
- Contractor shall monitor System, security, and application logs;
- All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs related to the storage of the data or system. Contractor shall allow the State access to system security logs, latency statistics, etc. that affect this Agreement, the State's data or processes. This includes the ability of the State to request a report of the records that a specified user accessed over a specified period of time;
- The Contractor shall monitor physical hardware;
- Contractor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs;
- Back-up copies of State data shall be created for the purpose of facilitating a restore of the data in the event of data loss or System failure or data must be synchronized to another location on a regular basis;
- Contractor shall verify the identity of, or authenticate, all applications, services, users, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services;
- Contractor shall enforce complex passwords for Administrator Accounts of ten (10) characters or more in accordance with DoIT's statewide User Account and Password Policy. This policy is not posted due to security concerns. Contractor shall make a request to view the complete policy document by e-mailing [DoIT-Security@doit.nh.gov](mailto:DoIT-Security@doit.nh.gov) prior to the start of services;
- Contractor shall enforce unique user names;
- All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability;
- The Contractor shall execute regular vulnerability scans.
- All solution related devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection;
- All hardware and software components of the Contractor's hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers;
- The Contractor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Contractor's hosting infrastructure and/or the application upon request;
- Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA;
- The Contractor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure;
- The Contractor shall leverage user authentication to provide security and establish permissions. All access shall be through a secure protocol (https), with data encrypted during operation. When the system is at rest there shall be no data exchange.

- Security patching shall be performed as required;
- Data transfer requests must be made in writing and shall be provided through a cloud transfer to a suitable storage location within the United States;
- Contractor shall not access State user accounts or State data except as required to perform the work set forth in this Agreement;
- Contractor shall inform the State of any security breach that jeopardizes the State data. This notice shall be given to the State within 24 hours of its discovery. Full disclosure of the jeopardized data shall be made. In addition, Contractor shall inform the State of the actions it is taking or will take to reduce the risk of further loss to the State;
- In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach;
- Protection of any personal, private and/or sensitive data which may be provided to Contractor as part of this Agreement shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of State information at any time. To this end, Contractor shall safeguard confidentiality, integrity and availability of the State information and comply with the following conditions:
  - a. Personal information obtained by the Contractor shall become and remain property of the State;
  - b. At no time shall any data or processes which either belongs to or are intended for the use of the State be copied, disclosed, or retained by the Contractor for any party related to the Contractor for subsequent use in any transaction that does not include the State;
  - c. Contractor shall not provide any information collected in the connection with this Agreement for any purpose other than performing its obligations under this Agreement;
  - d. In the event that Contractor stores sensitive personally identifiable information or otherwise confidential information, this data shall be encrypted while at rest or in Motion.
- At the conclusion of the Agreement, either through completion or termination, Contractor shall implement an orderly return of State data in a State defined format at no additional cost to the State. At the State's request, Contractor shall destroy all data in all forms. Data shall be permanently deleted and not recoverable according to National Institute of Standards and Technology approved methods. Contractor shall provide State with certificates of destruction;

#### Existing Equipment Compatibility

Service must be compatible with existing State videoconferencing equipment located in agencies. Inclusive of:

- Cisco Telepresence system that includes 13 endpoints, Telepresence Management Suite, TMS Scheduler, a VCS Controller and VCS Expressway, a Content Server and a Linux based Telepresence Main Conference Controller;
- Cisco Telepresence SX20 with 12XPHDCAM 1Mic;
- End Point - Profile 52 in w C40 NPP PHD 1080p 12x Cam Touch 2 Mic;
- End Point - Profile 52 Dual w C60 NPP 12x PHD 1080 Cam Touch 4 Mic;
- End Point - Cisco Telepresence MX200 42 PHD 1080p 4x Touch UI Mic;

### Authentication and Access Control

- A multi-tenant system that allows accounts to be segmented or integrated according to users or groups shall be supplied. System must define multiple administrators for internal account management;
- System ability to authenticate users using an external LDAP or SAML directory;
- Control shall include three (3) main access roles: administrator, operator and user. Control must support groups to combine users. The administrator shall maintain the system while the operator performs user management.
- Service shall not enforce download license limitations.

### Architecture

- Contractor shall use a hot standby configuration to provide redundancy. All servers can be clustered to ensure limitless expandability.
- Service shall be pure-cloud (no hardware required) on-premise hardware/software (no hardware required);

### Project Work Plan

Contractor shall perform a site survey and network assessment in order to develop a work plan for the installation of services. Plan shall include each site and anticipated timeframe for service provisioning. Contractor shall provide such plan to the State prior to proceeding with implementations. Project Work Plan and availability shall be completed within thirty (30) days of service request. Plan shall include the following:

- Consultation: appointment/demonstration with State customer. Conduct a needs assessment and discuss potential applications.
- Design: sales and engineering teams work together to design an appropriate solution and deliver a comprehensive solution to the State. Design is subject to review and verification of end user needs.
- Commitment: the customer and Contractor agree to service requirements
- Scope of Work (SOW): the Contractor sales team develops a preliminary overview to finalize Scope of Work (SOW).
- Kickoff: the Contractor team holds a kick off conference call with the customer to review project expectations and to ensure the accuracy of the Statement of Work. The Contractor team and customer shall define and agree on action items for both Contractor and the customer along with target timeframes, logistics and overall process flow.
- Customer Correspondence: the Contractor's project manager assigned to the project shall send project update emails to both the Agency and the internal team on a bi-weekly basis to ensure communication consistency and to help keep project on track. Correspondence by e-mail and phone call shall occur on a daily basis, and include a summary of daily progress, and continue through testing/turn-up to answer any usage questions
- Installation Scheduling: the project manager shall confirm customer availability and readiness for installation can be arranged and installation scheduling can be finalized. Inclusive are remote configuration and interfacing with the Contractor IT team to ensure sites have the correct network and firewall settings configured.
- Installation and Orientation: Upon completion of remote installation an equipment orientation shall be conducted by the engineer where the customer is familiarized with the solution.
- Project Sign-off: upon successful installation and orientation the State will formally sign-off on the project. (At completion of installation, training and handoff to support team)

- Maintenance Review: the Contractor sales team lead shall contact the customer to review the maintenance initiation and both start and end dates. The Contractor Network Operations Center help desk team shall be introduced to the customer to assist with post-installation inquiries and assistance.
- Satisfaction Survey: the Contractor sales team lead shall review the customer satisfaction questionnaire with customer and establish a submission date for completion. (This happens at project sign-off)
- Constant Contact Policy: the Contractor sales team lead is responsible to ensure that the customer satisfaction continues long after the completion of the install by initiating quarterly communication to inform customer of updates, new offerings and to ensure on-going overall satisfaction. (This is on-going, no less than quarterly)

### Functional Requirements

Contractor services shall include the following:

- Video conferences must:
  - o Exchange audio and video between two, and up to 100, participants at the same time;
  - o Architecture shall allow unlimited conferences simultaneously ;
  - o Allow for multiple video views/arrangements (full screen, Hollywood Squares, etc.);
  - o Include a "Presenter" view (where audio does not switch away from the presenter);
  - o Provide a method of scheduling future conferences through MS Outlook;
  - o Provide a method of restricting access to conferences by PIN or passcode login
  - o Allow multiple video views/arrangements including full screen, continuous presence and user adjustable (one, two three or more) screens;
  - o Presenter view with both fixed and voice activated modes of operation;
  - o Content Sharing - ability to share media such as one's desktop computer or individual windows therein;
  - o Phonebook/Favorites – to allow users easy access to particular conferences or users;
  - o Video Recording by Host- optionally automatic for specific groups;
  - o A red recording indicator indicating that recording is on;
  - o Recording per IDVideoPhone plan. [PCI]
- Video Streaming Support
  - o Support for up to 300 streams for non-members;
  - o Administrator dashboard to view storage capacity;
  - o Files recorded in MPEG-4/H.264;
  - o The ability to download and save recorded files locally;
  - o File editing;
  - o Video streaming to over 300 individual views from a single stream;
  - o Non-browser dependent service;
  - o Must be compatible with IE7 and above including Edge and Firefox;
  - o Links that can be distributed via e-mail prior to the start of the conference to be streamed;
  - o Non-paying members must be able to participate;
  - o Phone participation via a local or toll free number.
- Expandability – All agencies within the State of New Hampshire shall be eligible for participation;

### Special Requirements for DHHS AAU

- The District office video must be recorded during the entire call (no audio switching to the Hearing Examiner office – this shall not be performed manually.);
- The audio from both the District Office and Hearing Examiner must be recorded;
- District Office dialing per a directory;
- Any Hearing Examiner must be able to dial any other Hearing Examiner unit or District Office unit directly, without being recorded (District Offices do not need this ability);
- Ability to allow only selected participants (Hearing Examiner and District Office participants) and include/exclude participants as needed.

#### Automated Dashboard

- Online portal dashboard and online account services;
- Administrator level access for State staff using online login;
- Ability to create new hosts/accounts;
- Ability for administrators to view and monitor host activity;
- Ability to retrieve daily usage and other administrative reports on account activity;
- Ability for hosts to view and monitor their use and activity and retrieve billing information;
- Ability for hosts to monitor their conferences online in real time;
- Ability to for hosts to start video conferences from online dashboard;
- Multiple levels of system access;
- Interface for adding, deleting or modifying accounts.
- Facility to view/monitor use and retrieve detailed call records.

#### Conferencing Features and Functionality

The Contractor shall support the following features and functionality.

- Standards based H.264 and H.323 AVC protocols, and SIP endpoints;
- Perform testing to support of non-standards based methods of conferencing such as Skype for Business, Lync, Canvas and Slack;
- Built-in echo cancellation to ensure the highest quality audio possible;
- Scalable Video Codec (SVC) standard to ensure the highest level of quality possible. This is especially useful in situations where users have limited bandwidth connectivity.;
- Meeting room passcode to prevent unauthorized users from entering a virtual meeting room. Additionally allow a meeting room owner to lock the room after the start of a conference to restrict access.;
- Tools for managing a conference including sending invitations, starting and ending the conference, muting participants, viewing connected participants, muting participants audio and video, disconnecting participants, start and stop recording, sharing data and locking a virtual conference room;
- Host's ability to record conferences.
- Any recorded conference can be played back by a user with the appropriate permissions. They can control the rewind, fast forward, play, pause functions and make full screen.;
- All material used in a recorded conference is automatically included with the recording (website, graphic, document, etc.);
- Support sending automatically generated email and calendar invites;
- Design for mobile use with the number of active users displayed on the screen limited to four. The last users who speak shall show on the mobile device. Android and IOS applications must be available;
- Administrative features to help troubleshoot a failed call including personalized call logs, server alarms, and detailed call records;
- SIP integration to State PBX or Contractor cloud-based VOIP audio service which is offered both as a local and toll-free number;

- User can access system though hard-wired, wireless or 3G/4G connectivity;
- Support of full data sharing by any user; can be application-based or screen-based.;
- Support of both private and public chat from within a conference call.;
- Support a call dashboard that provides complete records for all calls. This includes user, participants, endpoints, call start, end, and duration;
- Call detail information for use in billing and statistics based on the actual usage for several different conference types;
- Tablets and Smartphones Support.

#### Remote Help Desk and On-Site Support

Remote Help Desk and On-Site Support shall include:

- Contractor assistance to agencies who will need assistance with video endpoint operation and issue resolution;
- Setup of Video Conferencing Service, Endpoints and training staff to use the service/endpoints;
- Ticket management system to track and resolve incidents;
- Support for assisting State Network Engineers to configure SIP/H.323 Registration for firewall/NAT traversal/Port Openings.

#### Maintenance and Support Services

Vendor shall provide:

- On-site (business hours Monday through Friday, 8:00 a.m. through 4:30 p.m., excluding state holidays) and remote 24x7 tech phone support required with experienced, live technician, capable of troubleshooting and resolving problems encountered;
- Contractor's response to service calls must be within fifteen (15) minutes of submission of request for support;
- Updates and patch management shall be supported by the Contractor;
- Assist State Agencies in the selection of services and video endpoints to meet the needs of the State Agency;
- Ten (10) business days prior notification to the State Project Manager of all changes/updates and State training due to the upgrades and changes;
- Notification of a critical outage designated when a business function cannot be met by a nonperforming application and there is no work around to the problem;
- A record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; Implemented change requests including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close;
- Assistance to the State Network Engineers to configure SIP/H.323 registration for firewall/NAT traversal/Port Openings;
- Assistance to State Agencies in troubleshooting connectivity problems, service quality issues, network configuration and firewall traversal;

#### Contractor and State Conference

The Account Representative and/or Contractor's Contract Administrator shall meet with State representatives upon request, along with the State's Contract Administrator to evaluate contract

implementation and performance and to identify continuous improvement. Frequency of these meetings may be modified with mutual agreement by both parties, or upon demand by the State.

#### Testing

Contractor shall be called upon to test and assist in the interoperability of any equipment or service provided.

#### Accessibility Compliance

The State requires ADA compliance for enterprise system solutions. System must be easily adaptable by users with auditory disabilities and those who employ assistive technology to participate in the video conference experience that is comparable to the experience of users who are not individuals with disabilities.

#### Management

- Contractor shall provide central management and administrative capabilities including an online portal/dashboard providing advanced management and monitoring capabilities. Dashboard must have multiple levels of system access and provide an easy interface for adding, deleting or modifying accounts. It must also provide a dashboard to view/monitor use and retrieve detailed call records. Dashboard functionality must include origination of email or calendar invitation with a link to join.
- Contractor shall be available for assisting State Network Engineers to configure SIP/H.323 registration for firewall/NAT traversal/Port Openings;
- Contractor shall assist State Agencies in troubleshooting connectivity problems, service quality issues, network configuration and firewall traversal;

#### Licensing

Contractor shall carry and support all license agreements for the service, as well as any recommended add-ons or extensions. Contractor shall provide copies of license agreements allowing the Contractor to provide or utilize such equipment to the State. Any of the products may be considered at the sole discretion of the State.

#### Delivery of Service

Contractor shall be responsible to deliver services to the State customer office at no charge. All services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:30 P.M., five (5) days per week, Monday through Friday except for State holidays unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten (10) days advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

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

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such



employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

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

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

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

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

The Contractor shall notify the State in advance if sub-contractors are to be utilized, including the name of the company, their address, contact person and three references for clients they are currently servicing. The State retains the right to accept or reject any subcontractors proposed by the Contractor.

#### Subcontractors

Contract shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval by the State.

- The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out services.
- Subcontractors must abide by all terms and conditions under this Contract.

#### Warranty:

The Contractor shall warranty any and all equipment awarded for a period of not less than one (1) year, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

#### **5. TERMINATION**

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

#### **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFP #1951-17, as described herein, and under the terms of this Contract.

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

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

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

**8. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using Agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using Agency prior to the start of any work.

**9. INSURANCE**

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

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide all services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$30,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as June 30, 2020.

**2. INVOICE**

Itemized invoices shall be submitted to the individual Agency after the completion of the job/services and shall include a brief description of the work or service provided along with the location of work.

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

The invoice shall be sent to the address of the using Agency under agreement.

**3. PAYMENT**

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**4. COSTS**

Contractor hereby agrees to perform services to the State of New Hampshire as specified at the prices listed below, in complete accordance with general and detailed specifications included within this document.

<b>Cost Item</b>	<b>Cost per Item</b>
Monthly Cost per Service Location	\$50.00 /month/location
Cost per Minute	No Charge
Other Charges (Define in Table 2)	\$
Professional Services for Initial Setup (includes all locations, one-time fee)*	\$1495.00 one-time cost
Meeting Room (one-time fee per room)**	\$50.00 one-time cost
Cloud Record 1GB additional cloud recording	\$10.00 per GB
Toll Free Audio toll free audio	\$20.00 per meeting room per month

\*NOTE: Project implementation includes site assessment, initial configuration of all sites, testing, orientation and project management. This is a one-time fee regardless of the number of locations set-up.

**\*\*NOTE:** \$50 per Meeting room, includes unlimited audio use, up to 100 participants (H.323, mobile, desktop, etc.) in room, streaming and cloud recording (5GB). Additional meeting rooms at \$50 per month can be added online at any time.

Example: If you are having a single meeting between 5 locations (with up to 100 participants in total) then one meeting room would suffice.

Example: If you are having 5 simultaneous meetings (with up to 100 participants in each) then you would require 5 meeting rooms.

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no other special provisions of this contract.

**EXHIBIT D**

RFB #1951-17 is incorporated here within.

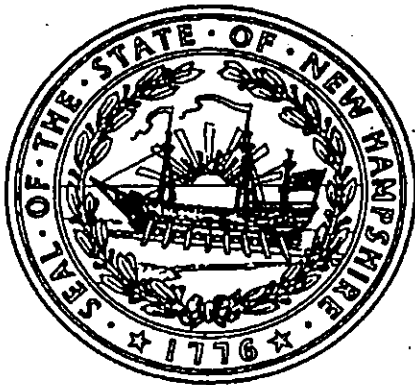
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERACTIVE DIGITAL SOLUTIONS, INC. is a Indiana Profit Corporation registered to transact business in New Hampshire on March 24, 2015. 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: 723015



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

INTERACTIVE DIGITAL SOLUTIONS, INC.  
MEETING OF THE BOARD OF DIRECTORS  
BY WRITTEN CONSENT

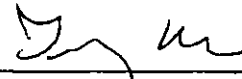
We, the undersigned, being all the directors of Interactive Digital Solutions, Inc. hereby consent in writing to the following action:

**VOTED:** This written consent shall take the place of the meeting of the directors and shall constitute a written waiver of notice thereof.

**FURTHER**

**VOTED:** From 4/17/17 to Present, Pat Cassella, VP of Gov/Ed of Interactive Digital Solutions, Inc. is hereby authorized to execute, submit, deliver and amend, on behalf of Interactive Digital Solutions, Inc. any and all documents or contracts in connection with video communications services for the State of New Hampshire Employment.

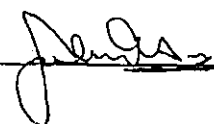
Intended Effective Dates applied 4/17/17 through July 31, 2020.

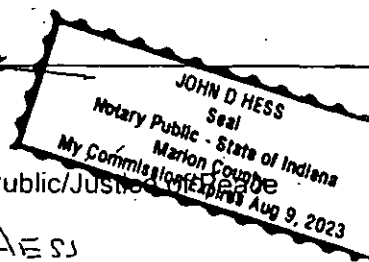
  
\_\_\_\_\_  
Director's Name

\_\_\_\_\_  
Tracy Mills  
Director's Name

Acknowledgement: State of Indiana, County of MARION on 4/21/2017, before the undersigned officer, personally appeared the person identified as Tracy Mills in the block above, or satisfactorily proven to be the person whose name is signed as "Contractor Signature" in the block above, and acknowledged that she/he executed this document in the capacity indicated in the block above as "President"

Signature of Notary Public/Justice of Peace

  
\_\_\_\_\_  
[Seal]  
Name & Title of Notary Public/Justice of Peace  
JOHN D HESS





CERTIFICATE OF VOTE

I Tracy Mills, sole owner of Interactive Digital Solutions, Inc., give authority to Pat Cassella, VP of Gov/Ed from April 17, 2017, to execute, submit, deliver and amend, on behalf of Interactive Digital Solutions, Inc. any and all documents or contracts in connection with video conferencing solution services for the State of New Hampshire.

*Tracy Mills* 4-21-17

Acknowledgement: State of Indiana, County of Marion on 4/21/2017, before the undersigned officer, personally appeared the person identified as Tracy Mills in the block above, or satisfactorily proven to be the person whose name is signed as "Contractor Signature" in the block above, and acknowledged that she/he executed this document in the capacity indicated in the block above as "President"

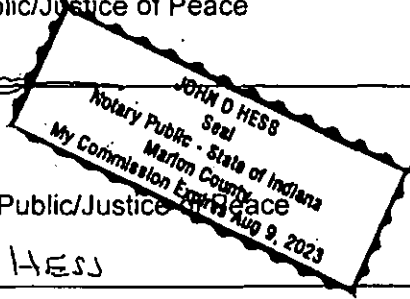
Signature of Notary Public/Justice of Peace

*[Signature]*

[Seal]

Name & Title of Notary Public/Justice of Peace

John D. Hess





INTEDIG-01

KEADAMS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/18/2017

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  
Conner Insurance Inc.  
8445 Keystone Crossing  
Suite 200  
Indianapolis, IN 46240

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext): (317) 808-7711  
FAX  
(A/C, No):  
E-MAIL:  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Company of America 25674

INSURED

Interactive Digital Solutions, Inc.  
14701 Cumberland Road, #400  
Noblesville, IN 46060

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL RISO	SUBR WYO	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 <input checked="" type="checkbox"/> TECH E&O/NETWORK <input checked="" type="checkbox"/> INFO SECURITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	X		ZLP12P71133	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E&O 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 TECH E&O \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> DED-Comp - \$500 <input checked="" type="checkbox"/> DED-Coll - \$500	X		BA2136X980	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (E&O accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		ZUP12P71194	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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	N/A	HJUB3H573668-17	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Property			ZLP12P71133	01/01/2017	01/01/2018	PERS PROP 750,000
A	Transportation			ZLP12P71133	01/01/2017	01/01/2018	ANY JOB 250,000

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; DEPARTMENT OF  
ADMINISTRATIVE SERVICES  
Paul Rhodes or his successor  
25 Capitol Street  
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

ACORD 25 (2016/03)

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