



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

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

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

August 13, 2015

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to enter into a contract with New Horizons Computer Learning Centers d/b/a NH New Hampshire LLC, of Nashua, NH, (Vendor No. 264967), in the amount not to exceed \$300,000.00 for the provision of professional technical training services from the date of Governor and Executive Council approval through June 30, 2018. This agreement may be extended for an additional two (2) year period under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State, with the approval of the Governor and Executive Council.

Funding shall be provided through individual agency expenditures, under the direction of Department of Office Information Technology (DOIT), none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

**EXPLANATION**

The purpose of this contract is to enable State employees the ability to obtain professional technical training classes. The Bureau of Education and Training (BET) maintains course contracts for teaching basic desktop courses such as Word and Excel. In addition, for the past several years DOIT has purchased canned IT training from the State's IT software contract with Software House International (Nuggets). This contract with New Horizons will allow IT professionals to take specialized technical classes and receive certifications not available through the other options.

On March 18, 2015, the Bureau of Purchase and Property issued Request for Bid (RFB) #1732-15 Professional Technical Training Services with responses due on April 2, 2015. There were two possible sections for award, one for in-person classroom training and one for interactive online training. Two responses were received, one from New Horizons Computer

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

July 20, 2015

Page 2 of 2

Learning Centers of Nashua, and one from Quill.com of Lincolnshire, IL. Quill.com responded with a No Bid and New Horizons submitted a compliant bid for both sections.

Based on the foregoing, I am respectfully recommending approval of the contract with New Horizons Computer Learning Centers d/b/a NH New Hampshire LLC.

Respectfully submitted,

A handwritten signature in black ink, reading "Vicki V. Quiram". The signature is written in a cursive style with a large initial "V".

Vicki V. Quiram  
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](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

July 10, 2015

Vicki V. Quiram, Commissioner  
State of New Hampshire  
Department of Administrative Services  
25 Capitol Street  
Concord, NH 03301

Dear Commissioner Quiram:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to contract with New Horizons Computer Learning Centers, for Professional Technical Training Services as described below and referenced as DoIT No. 2015-073.

This contract gives State employees the ability to obtain live, professional technical training classes not covered by the Bureau of Education and Training. New Horizons will deliver classes in a New Hampshire training facility located in Nashua and it will also deliver live classes on line. As this is a Department of Administrative Services contract, funding from any agency may be used to purchase this training. There is an overall cap of \$300,000 on this contract. The contract term is upon Governor and Executive Council Approval through June 30, 2018.

Please inform this department of upcoming events associated with processing this RFP so that we may stay involved.

Sincerely,

Dennis Goulet

DG/dcp  
DAS Bid 1732-15  
DOIT Designation 2015-073

STATE OF NEW HAMPSHIRE  
 Bureau of Purchase and Property  
**BID # 1732-15**  
**4/2/15 @ 1:30 PM**  
 Professional Technical Training Svcs  
  
**Statewide Contract**

1732-15 OFFER PAGE

<b>Statewide Technical Training Course List</b>				
Instructions - A response in Dollars under either Classroom Training Contract column or the Web Training Column indicates that the course is available. If the course is not available a response of "Not Available" should be inserted in the appropriate column. In the Course Length column the number of days and total number of hours should be given as days/hours.				
Vendor: New Horizons Computer Learning	Classroom Training Contract	Classroom Training Contract	Web Training Contract	Web Training Contract
	Cost	Course Length in Days	Cost	Course Length in Days
<b>TECHNICAL SUPPORT SPECIALIST TRAINING PROGRAM</b>				
A+ Certification hardware and OS	\$3,400.00	10	\$3,400.00	10
A+ Certification hardware	\$1,700.00	5	\$1,700.00	5
A+ Certification OS	\$1,700.00	5	\$1,700.00	5
Network + Certification	\$1,700.00	5	\$1,700.00	5
Security + Certification	\$1,700.00	5	\$1,700.00	5
Microsoft Certified Desktop Technician (MCDT)	\$3,400.00	10	\$3,400.00	10
Microsoft Certified MCAD Training	\$5,100.00	15	\$5,100.00	15
Cisco CCNA Certification	\$2,955.00	5	\$2,955.00	5
Service Management Certification	\$2,975.00	5	\$2,975.00	5
Microsoft Certified MCSE Training	\$6,800.00	20	\$6,800.00	20
Oracle System Administrator	\$2,150.00	5	\$2,150.00	5
Oracle Advanced System Administration	\$2,150.00	5	\$2,150.00	5
Oracle DB Design	\$2,150.00	5	\$2,150.00	5
Implementing, Managing & Maintaining a Microsoft Windows	\$1,980.00	5	\$1,980.00	5
Cisco CCVP CCSP	\$3,995.00	5	\$3,995.00	5
Cisco CCNA Voice	\$2,795.00	5	\$2,795.00	5
Cisco CCNA Wireless	\$2,795.00	5	\$2,795.00	5
Cisco CCNET	\$2,600.00	5	\$2,600.00	5
Microsoft 7 Trouble Shooting and Support	\$1,195.00	3	\$1,195.00	3
Advanced Implementing and Troubleshooting MPLS VPN Networks	\$2,795.00	5	\$2,795.00	5
SCNP - Security Certified Network Professional Certification	\$3,995.00	5	\$3,995.00	5
CISSP - Certified Information Systems Security Professional Certification	\$2,300.00	5	\$2,300.00	5
<b>INFRASTRUCTURE</b>				
Microsoft SQL Server	\$1,980.00	5	\$1,980.00	5
Microsoft SQL Server Admin and Security	\$1,980.00	5	\$1,980.00	5
Microsoft SQL Server Query and Scripting	\$1,980.00	5	\$1,980.00	5
Microsoft Security	\$1,980.00	5	\$1,980.00	5
Microsoft Active Directory	\$1,980.00	5	\$1,980.00	5
Microsoft C#	\$1,980.00	5	\$1,980.00	5
Getting Started with Server Management in Windows Server® 2008 (Beta 3) Hands-On Lab	\$1,980.00	5	\$1,980.00	5
Fundamentals of Windows Server 2008 Network and Applications Infrastructure	\$1,980.00	5	\$1,980.00	5
Configuring Identity and Access Solutions with Windows Server® 2008 Active Directory®	\$1,980.00	5	\$1,980.00	5
Managing and Maintaining Windows Server 2008 Network Infrastructure Servers	\$1,980.00	5	\$1,980.00	5
Wireless Network Set-up and Management	\$2,395.00	3	\$2,395.00	3
Cisco Voice over IP (CVOICE v6.0)	\$3,695.00	5	\$3,695.00	5

Implementing Cisco Unified Communications Manager Part 1 (CIPT1 v6.0)	\$3,395.00	5	\$3,395.00	5
Quality of Service (QoS)	\$3,395.00	5	\$3,395.00	5
Implementing Cisco Voice Gateways and Gatekeepers (GWGK)	\$3,995.00	5	\$3,995.00	5
Troubleshooting Cisco Unified Communications Systems (TUC v1.0)	\$3,495.00	3	\$3,495.00	3
Implementing Cisco Unified Communications Manager Part 2 (CIPT2 v6.0)	\$3,395.00	5	\$3,395.00	5
Microsoft Exchange Server 2013 / Core Solutions	\$1,980.00	5	\$1,980.00	5
Microsoft Exchange Server 2013 / Advanced Solutions	\$1,980.00	5	\$1,980.00	5
Microsoft Exchange Server 2010 / Configuring, Managing and Troubleshooting	\$1,980.00	5	\$1,980.00	5
Microsoft Exchange Server 2010 / Designing and Deploying Messaging Solutions	\$1,980.00	5	\$1,980.00	5
Administering Windows Server 2012	\$1,980.00	5	\$1,980.00	5
Configuring Advanced Windows Server 2012 Services	\$1,980.00	5	\$1,980.00	5
Microsoft SQL Server Reporting Services SSRS	\$1,200.00	3	\$1,200.00	3
Microsoft SQL Server Integration Services SSIS	\$1,200.00	3	\$1,200.00	3
Microsoft SQL Server 2015 features	\$1,980.00	5	\$1,980.00	5
Microsoft SharePoint	\$1,980.00	5	\$1,980.00	5
Oracle Database 11g = SQL Fundamentals	\$2,150.00	5	\$2,150.00	5
Oracle Database 11g – PL/SQL Fundamentals	\$2,150.00	5	\$2,150.00	5
Building Cisco Service Provider Next-Generation Networks, Part 1	\$3,695.00	5	\$3,695.00	5
Building Cisco Service Provider Next-Generation Networks, Part 2	\$3,695.00	5	\$3,695.00	5
Deploying Cisco Service Provider Advanced Network Routing v1.0	\$3,695.00	5	\$3,695.00	5
Implementing Cisco Service Provider Next-Generation Core Network Services v1.0	\$3,695.00	5	\$3,695.00	5
Implementing Cisco Service Provider Next-Generation Edge Network Services v1.0	\$3,695.00	5	\$3,695.00	5
Deploying Cisco Service Provider Network Routing	\$3,695.00	5	\$3,695.00	5
ASR 9000 Series Essentials	\$3,000.00	3	\$3,000.00	3
ASR 1000 Series Essentials v3.1.0S	\$3,750.00	4	\$3,750.00	4
Implementing Cisco MPLS v2.3	\$3,495.00	5	\$3,495.00	5
BigFix: Introduction to BigFix & Administration	\$3,995.00	3	\$3,995.00	3
Endpoint: End Point Security Online at McAfee University	Not Available		Not Available	
HIPS: HIP-101: McAfee Host Intrusion Prevention System Essentials	\$3,995.00	4	\$3,995.00	4
NAC: NAC 101: McAfee Network Access Control [MPE] Product	\$3,995.00	4	\$3,995.00	4
Installing and Configuring Windows Server 2012	\$1,980.00	5	\$1,980.00	5
Administering Windows Server 2012	\$1,980.00	5	\$1,980.00	5
Configuring Advanced Windows Server 2012 Services	\$1,980.00	5	\$1,980.00	5
Designing and Implementing a Server Infrastructure	\$1,980.00	5	\$1,980.00	5
Implementing an Advanced Server Infrastructure	\$1,980.00	5	\$1,980.00	5
Implementing a Desktop Infrastructure	\$1,980.00	5	\$1,980.00	5
Implementing Desktop Application Environments	\$1,980.00	5	\$1,980.00	5
Microsoft SharePoint Foundation 2013: Site User, OLL	\$300.00	1	\$300.00	1
Microsoft SharePoint Foundation 2013: Site Owner, OLL	\$300.00	1	\$300.00	1
Microsoft SharePoint Foundation 2013 Site Administrator, OLL	\$300.00	1	\$300.00	1
Relational database design	\$250.00	1	\$250.00	1
Microsoft ASP.NET	\$1,980.00	5	\$1,980.00	5
Microsoft VB.NET	\$1,980.00	5	\$1,980.00	5
Microsoft Visual Studio 2008, 2.10, 2012	\$1,980.00	5	\$1,980.00	5
Microsoft XML Developer	\$1,980.00	5	\$1,980.00	5
Fundamentals of Microsoft Server 2008 Active Directory	\$1,980.00	5	\$1,980.00	5

Configuring and Troubleshooting Internet Information Services 7.0 in Windows Server® 2008	\$1,980.00	5	\$1,980.00	5
Linux System Administration	\$2,475.00	5	\$2,475.00	5
Microsoft .NET	\$1,980.00	5	\$1,980.00	5
Microsoft Windows Mobile Environment	30% off list price	varies	30% off list price	varies
Configuring Windows Server 2008 Active Directory Domain Services	\$1,980.00	5	\$1,980.00	5
Linux Fundamentals	\$2,475.00	5	\$2,475.00	5
Linux Networking	\$2,475.00	5	\$2,475.00	5
Data Warehousing				
Microsoft Dynamics	\$2,475.00	5	\$2,475.00	5
Oracle Application Express				
Oracle Database 11g: Administration I/II	\$4,200.00	10	\$4,200.00	10
Oracle Database 11g: Performance Tuning	\$2,150.00	5	\$2,150.00	5
Oracle Database 11g: Security	\$2,600.00	5	\$2,600.00	
Oracle Database 12c: Performance Management and Tuning	\$2,150.00	5	\$2,150.00	5
Oracle Database 12c: New Features for Administrators	\$2,600.00	5	\$2,600.00	5
<b>SECURITY</b>				
Security Awareness Concepts and Practices	\$3,595.00	5	\$3,595.00	5
Network Penetration Testing	\$2,995.00	5	\$2,995.00	5
Cisco Securing Networks with ASA Advanced (SNAA)	\$3,595.00	5	\$3,595.00	5
Cisco Securing Networks with ASA Fundamentals (SNAF)	\$3,595.00	5	\$3,595.00	5
Cisco Securing Networks with Cisco Routers and Switches (SNRS)	\$3,595.00	5	\$3,595.00	5
Cisco Implementing Cisco IOS Network Security (IINS)	\$3,595.00	5	\$3,595.00	5
Cisco Securing Cisco Network Devices (SND)	\$3,595.00	5	\$3,595.00	5
Wireless Security	\$3,595.00	5	\$3,595.00	5
Essentials of Network Security	\$3,495.00	5	\$3,495.00	5
Perimeter Protection	\$3,495.00	5	\$3,495.00	5
Enterprise Security Architecture and Assessment ISSAP	\$2,575.00	4	\$2,575.00	4
VoIP Security	\$3,495.00	5	\$3,495.00	5
IPS: McAfee Network Security (Intrushield) Training	\$3,995.00	5	\$3,995.00	5
Certified Security Software Lifecycle Professional	Not Available		Not Available	
web application penetration testing IACRB	\$4,200.00	5	\$4,200.00	5
Network Penetration Testing IACRB	\$7,400.00	10	\$7,400.00	10
<b>SOFTWARE / WEB DEVELOPMENT</b>				
Application and Web Programming	30% off list price	varies	30% off list price	varies
ASP Programming (Active Server Pages)	\$1,980.00	5	\$1,980.00	5
Application Architecture Certification	\$7,920.00	20	\$7,920.00	20
Enterprise Architecture Certification	\$7,920.00	20	\$7,920.00	20
Data Architecture Certification	\$7,920.00	20	\$7,920.00	20
Data Management Professional Certification	\$7,920.00	20	\$7,920.00	20
Software Development Methodology	\$1,980.00	5	\$1,980.00	5
Software Configuration Management	Not Available		Not Available	
Application Life Cycle Management	\$5,940.00	15	\$5,940.00	15
Software Quality Engineer Certification	Not Available		Not Available	
Performance Testing Certification	Not Available		Not Available	
Computer Associates Configuration Management	Not Available		Not Available	
Certified JAVA Developer Training	\$2,995.00	5	\$2,995.00	5
XML Developer	\$300.00	1	\$300.00	1
Quest TOAD Software Training	Not Available		Not Available	
ERWIN Data Modeling Tool Training	Not Available		Not Available	
PERL Programming	\$2,600.00	5	\$2,600.00	5
WebLogic Administration Training	Not Available		Not Available	
Eclipse IDE Training	Not Available		Not Available	
AcuCobol Developer	Not Available		Not Available	
Advanced SQL Queries for Oracle 11g	\$2,600.00	5	\$2,600.00	5
HTML 5, CSS, and JavaScript in Oracle Application Express (APEX)	\$2,600.00	5	\$2,600.00	5
Advanced Oracle Application Express (APEX)	\$2,600.00	5	\$2,600.00	5
Introduction to Oracle Application Express (APEX)	\$2,600.00	5	\$2,600.00	5
HTML 5, CSS 3	\$300.00	1	\$300.00	1

Ajax	\$1,980.00	5	\$1,980.00	5
web application 508 Compliance				
Microsoft WCF services	\$1,200.00	3	\$1,200.00	3
Microsoft Integration Services	\$1,200.00	3	\$1,200.00	3
PHP programming				
Crystal Reports	\$700.00	2	\$700.00	2
Business Portfolio Management Training	Not Available		Not Available	
CBDM - Certified Business Data Modeler Certification Training	Not Available		Not Available	
Microsoft Software Engineering	30% off list price	varies	30% off list price	varies
OpenMake training	Not Available		Not Available	
Team Foundation Server	\$1,195.00	3	\$1,195.00	3
JQUERY	\$995.00	3	\$995.00	3
ASP.NET Model View Controller (MVC)	\$1,980.00	5	\$1,980.00	5
Bootstrap	Not Available		Not Available	
Designing Responsive Websites	\$1,980.00	5	\$1,980.00	5
Cascading Style Sheets	\$300.00	1	\$300.00	1
Apple iOS Developer Program	\$3,495.00	5	\$3,495.00	5
Android ATC Certification	\$3,395.00	5	\$3,395.00	5
Microsoft MCPD Windows Phone Developer	\$5,940.00	15	\$5,940.00	15
Microsoft MTA	\$1,980.00	5	\$1,980.00	5
Javascript	\$1,100.00	3	\$1,100.00	3
<b>PROJECT MANAGEMENT</b>				
Project Management Fundamentals	\$300.00	1	\$300.00	1
Project Management Tools	\$1,198.00	2	\$1,198.00	2
Project Scope and Time Management	\$1,198.00	2	\$1,198.00	2
Project Integration and Leadership	\$1,198.00	2	\$1,198.00	2
Project Human Resources and Procurement Management	\$1,198.00	2	\$1,198.00	2
Project Cost and Risk Management	\$1,198.00	2	\$1,198.00	2
Project Communication and Quality Management	\$1,198.00	2	\$1,198.00	2
Change Management	\$395.00	1	\$395.00	1
Risk Management	\$395.00	1	\$395.00	1
Performance Measurement and Metrics	\$395.00	1	\$395.00	1
PMI Project Management Certification Training	\$2,500.00	5	\$2,500.00	5
PMP Project Management Professional Certification Training	\$2,500.00	5	\$2,500.00	5
BPR - Business Process Reengineering Certification	Not Available		Not Available	
BPM - Business Process Modeler Certification Training	Not Available		Not Available	
BA - Business Analyst Certification Training	\$2,695.00	4	\$2,695.00	4
ITIL/ITSM- various classes/lengths	20% off list price	1-5 days	20% off list price	1-5 days
Cisco Prime Collaboration Assurance	\$1,500.00	2	\$1,500.00	2
Baldrige - The Pursuit of Organizational Excellence	Not Available		Not Available	
Technology Management	Not Available		Not Available	

**No Bid**

Quill

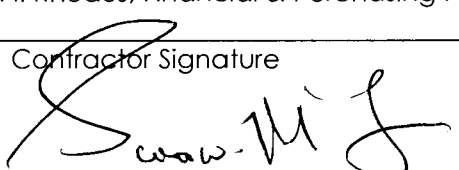
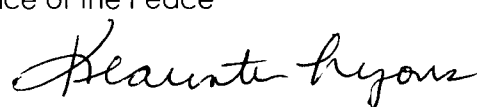


Subject: Professional Technical Training Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name New Horizons Computer Learning Centers d/b/a NH New Hampshire LLC		1.4 Contractor Address 460 Amherst Street Nashua, NH 03063	
1.5 Contractor Phone Number 603-324-6233	1.6 Account Number	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Financial & Purchasing Analyst		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory SCOTT McLEAN, Chief Admin Officer	
1.13 Acknowledgement: State of <u>Michigan</u> , County of <u>Wayne</u> On <u>5/12/2015</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 KEAUNTA LYONS NOTARY PUBLIC, STATE OF MI COUNTY OF WAYNE [Seal] MY COMMISSION EXPIRES Sep 25, 2018  <small>ACTING IN COUNTY OF WAYNE</small>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Keanta Lyons</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Vicki V. Quiram, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7/22/2015</u>			
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 Administrative Services. 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

### PURPOSE

New Horizons Computer Learning Centers d/b/a NH New Hampshire LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Administrative Services, with Professional Technical Training Services for the Department of Administrative Services in accordance with NH State RFB #1732-15 and described herein.

### TERM

This contract shall commence upon the approval of Governor and Executive Council through June 30, 2018, a period of approximately three (3) years. This agreement may be extended for an additional two (2) year period under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State, with the approval of the Governor and Executive Council, and not to exceed five (5) years in total.

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

### SCOPE OF WORK

Professional Technical Training Services, consistent with all specifications set forth in this Contract shall be for classroom training, in a permanent facility located within the State of New Hampshire and for interactive online training.

Professional technical training services shall be completed in a reasonable time frame as mutually agreed upon with the State and Contractor.

Contractor, or subcontractor, shall possess appropriate certification to teach a specific course. For example, Cisco courses shall be taught by Cisco Certified Systems Instructors (CCSIs) or Cisco Certified Academy Instructors (CCAIs).

### CONTRACTOR-SITE TRAINING for the CLASSROOM TRAINING

Training shall be offered at a permanent Contractor owned, or leased, facility in New Hampshire. It will not be acceptable to propose setting up a temporary site for specific classes in a rented facility, such as a hotel.

### STATE-SITE TRAINING for the CLASSROOM TRAINING

The Contractor's instructors shall be prepared to work with the State network administration staff to configure and install any software and equipment. The cost of setup is included in the pricing listed in Exhibit B for each individual class.

### WEB-BASED TRAINING

Contractor shall provide Web-Classroom or Web-Remote training. Web-Classroom training shall be defined as classroom interactive with web feed to enable students to interact with instructor. Web-Remote training shall be defined as 'self-study'- individual training without interactive link.

### CONTRACTOR REQUIREMENTS

All services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:30 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the State. The State requires ten (10) days advance knowledge of said

work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

Contractor shall hold Microsoft Gold Certified Partner (or better) certifications.

A Course description and syllabus for each course offering shall be available to State agency upon request. Contractor shall indicate the course materials that will be provided for each course (i.e., books, documentation, CDs, web access).

It shall be the responsibility of the Contractor to work with the individual State agency training manager or coordinator to evaluate the current and desired skill level of agency participants scheduled for training in a course. This will aid in the determination of the class skill level requirements for a scheduled course.

The Contractor shall prepare and distribute evaluation forms to all participants in any class. The completed forms shall be returned to the State within seven (7) business days of the class.

#### COURSE EVALUATION REPORT FOR COURSES PRESENTED AT STATE SITES

Within two (2) weeks from the end of any class presented at a State training site, the Contractor shall submit a report, with class participant assessments, to the using State agency training manager or coordinator. The report shall include the student evaluations of the class instructor and course. The Contractor shall also include an assessment of the class effectiveness with regard to the increase in participant's skill level. In addition, the Contractor may make recommendations for maintaining or strengthening these skills.

#### CONTRACTOR STAFF PERFORMANCE

Experienced instructors with the appropriate certifications and experience shall teach all classes offered by the Contractor. The State reserves the right to interview Contractor staff or supporting staff, proposed for work on any course provided under the Contract, and may request the removal of any Contractor employee who fails to perform at acceptable levels. The Contractor shall immediately remove said individual from the project. The Contractor shall have seven (7) business days to provide resumes of proposed candidates with the same or greater skill set at the same or lesser rate. This shall not result in any increased cost to the State.

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 deemed 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.

The Contractor's 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 work is being performed. The use of State telephones is prohibited.

**Damage**

- A. The Contractor shall hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work.
- B. The Contractor agrees that any damage to the building(s), materials, equipment or other property during the performance of the service will be repaired at Contractor's expense.

**Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions**

The Contractor certifies, by submission 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.

**Confidentiality & Criminal Record**

If applicable, by the using agency, the Contractor and its employees and Sub-Contractors shall be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done.

**EXHIBIT B**

**CONTRACT PRICE**

The Contractor hereby agrees to provide professional technical training services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$300,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date through the expiration date set as June 30, 2018.

**PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS**

State will request quotations by providing a SOW describing the classes required and the applicable technical qualifications. Contractor shall return quotes within three (3) business days. The quoted class rates shall not exceed the rates established under this Contract. Class rates are fully loaded and shall include all travel, class materials, etc. needed to perform the required training.

	Classroom Training Contract	Classroom Training Contract	Web Training Contract	Web Training Contract
	Cost	Course Length in Days	Cost	Course Length in Days
<b>TECHNICAL SUPPORT SPECIALIST TRAINING PROGRAM</b>				
A+ Certification hardware and OS	\$3,400.00	10	\$3,400.00	10
A+ Certification hardware	\$1,700.00	5	\$1,700.00	5
A+ Certification OS	\$1,700.00	5	\$1,700.00	5
Network + Certification	\$1,700.00	5	\$1,700.00	5
Security + Certification	\$1,700.00	5	\$1,700.00	5
Microsoft Certified Desktop Technician (MCDT)	\$3,400.00	10	\$3,400.00	10
Microsoft Certified MCAD Training	\$5,100.00	15	\$5,100.00	15
Cisco CCNA Certification	\$2,955.00	5	\$2,955.00	5
Service Management Certification	\$2,975.00	5	\$2,975.00	5
Microsoft Certified MCSE Training	\$6,800.00	20	\$6,800.00	20
Oracle System Administrator	\$2,150.00	5	\$2,150.00	5
Oracle Advanced System Administration	\$2,150.00	5	\$2,150.00	5
Oracle DB Design	\$2,150.00	5	\$2,150.00	5
Implementing, Managing & Maintaining a Microsoft Windows	\$1,980.00	5	\$1,980.00	5
Cisco CCVP CCSP	\$3,995.00	5	\$3,995.00	5
Cisco CCNA Voice	\$2,795.00	5	\$2,795.00	5



Cisco CCNA Wireless	\$2,795.00	5	\$2,795.00	5
Cisco CCNET	\$2,600.00	5	\$2,600.00	5
Microsoft 7 Trouble Shooting and Support	\$1,195.00	3	\$1,195.00	3
Advanced Implementing and Troubleshooting MPLS VPN Networks	\$2,795.00	5	\$2,795.00	5
SCNP - Security Certified Network Professional Certification	\$3,995.00	5	\$3,995.00	5
CISSP - Certified Information Systems Security Professional Certification	\$2,300.00	5	\$2,300.00	5
INFRASTRUCTURE				
Microsoft SQL Server	\$1,980.00	5	\$1,980.00	5
Microsoft SQL Server Admin and Security	\$1,980.00	5	\$1,980.00	5
Microsoft SQL Server Query and Scripting	\$1,980.00	5	\$1,980.00	5
Microsoft Security	\$1,980.00	5	\$1,980.00	5
Microsoft Active Directory	\$1,980.00	5	\$1,980.00	5
Microsoft C#	\$1,980.00	5	\$1,980.00	5
Getting Started with Server Management in Windows Server® 2008 (Beta 3) Hands-On Lab	\$1,980.00	5	\$1,980.00	5
Fundamentals of Windows Server 2008 Network and Applications Infrastructure	\$1,980.00	5	\$1,980.00	5
Configuring Identity and Access Solutions with Windows Server® 2008 Active Directory®	\$1,980.00	5	\$1,980.00	5
Managing and Maintaining Windows Server 2008 Network Infrastructure Servers	\$1,980.00	5	\$1,980.00	5
Wireless Network Set-up and Management	\$2,395.00	3	\$2,395.00	3
Cisco Voice over IP (CVOICE v6.0)	\$3,695.00	5	\$3,695.00	5
Implementing Cisco Unified Communications Manager Part 1 (CIPT1 v6.0)	\$3,395.00	5	\$3,395.00	5
Quality of Service (QoS)	\$3,395.00	5	\$3,395.00	5
Implementing Cisco Voice Gateways and Gatekeepers (GWGK)	\$3,995.00	5	\$3,995.00	5

Troubleshooting Cisco Unified Communications Systems (TUC v1.0)	\$3,495.00	3	\$3,495.00	3
Implementing Cisco Unified Communications Manager Part 2 (CIPT2 v6.0)	\$3,395.00	5	\$3,395.00	5
Microsoft Exchange Server 2013 / Core Solutions	\$1,980.00	5	\$1,980.00	5
Microsoft Exchange Server 2013 / Advanced Solutions	\$1,980.00	5	\$1,980.00	5
Microsoft Exchange Server 2010 / Configuring, Managing and Troubleshooting	\$1,980.00	5	\$1,980.00	5
Microsoft Exchange Server 2010 / Designing and Deploying Messaging Solutions	\$1,980.00	5	\$1,980.00	5
Administering Windows Server 2012	\$1,980.00	5	\$1,980.00	5
Configuring Advanced Windows Server 2012 Services	\$1,980.00	5	\$1,980.00	5
Microsoft SQL Server Reporting Services SSRS	\$1,200.00	3	\$1,200.00	3
Microsoft SQL Server Integration Services SSIS	\$1,200.00	3	\$1,200.00	3
Microsoft SQL Server 2015 features	\$1,980.00	5	\$1,980.00	5
Microsoft SharePoint	\$1,980.00	5	\$1,980.00	5
Oracle Database 11g = SQL Fundamentals	\$2,150.00	5	\$2,150.00	5
Oracle Database 11g – PL/SQL Fundamentals	\$2,150.00	5	\$2,150.00	5
Building Cisco Service Provider Next-Generation Networks, Part 1	\$3,695.00	5	\$3,695.00	5
Building Cisco Service Provider Next-Generation Networks, Part 2	\$3,695.00	5	\$3,695.00	5
Deploying Cisco Service Provider Advanced Network Routing v1.0	\$3,695.00	5	\$3,695.00	5
Implementing Cisco Service Provider Next-Generation Core Network Services v1.0	\$3,695.00	5	\$3,695.00	5
Implementing Cisco Service Provider Next-Generation Edge Network Services v1.0	\$3,695.00	5	\$3,695.00	5
Deploying Cisco Service Provider Network Routing	\$3,695.00	5	\$3,695.00	5

ASR 9000 Series Essentials	\$3,000.00	3	\$3,000.00	3
ASR 1000 Series Essentials v3.1.0S	\$3,750.00	4	\$3,750.00	4
Implementing Cisco MPLS v2.3	\$3,495.00	5	\$3,495.00	5
BigFix: Introduction to BigFix & Administration	\$3,995.00	3	\$3,995.00	3
HIPS: HIP-101: McAfee Host Intrusion Prevention System Essentials	\$3,995.00	4	\$3,995.00	4
NAC: NAC 101: McAfee Network Access Control [MPE] Product	\$3,995.00	4	\$3,995.00	4
Installing and Configuring Windows Server 2012	\$1,980.00	5	\$1,980.00	5
Administering Windows Server 2012	\$1,980.00	5	\$1,980.00	5
Configuring Advanced Windows Server 2012 Services	\$1,980.00	5	\$1,980.00	5
Designing and Implementing a Server Infrastructure	\$1,980.00	5	\$1,980.00	5
Implementing an Advanced Server Infrastructure	\$1,980.00	5	\$1,980.00	5
Implementing a Desktop Infrastructure	\$1,980.00	5	\$1,980.00	5
Implementing Desktop Application Environments	\$1,980.00	5	\$1,980.00	5
Microsoft SharePoint Foundation 2013: Site User, OLL	\$300.00	1	\$300.00	1
MicroSoft SharePoint Foundation 2013: Site Owner, OLL	\$300.00	1	\$300.00	1
Microsoft SharePoint Foundation 2013 Site Administrator, OLL	\$300.00	1	\$300.00	1
Relational database design	\$250.00	1	\$250.00	1
Microsoft ASP.NET	\$1,980.00	5	\$1,980.00	5
Microsoft VB.NET	\$1,980.00	5	\$1,980.00	5
Microsoft Visual Studio 2008, 2,10, 2012	\$1,980.00	5	\$1,980.00	5
Microsoft XML Developer	\$1,980.00	5	\$1,980.00	5
Fundamentals of Microsoft Server 2008 Active Directory	\$1,980.00	5	\$1,980.00	5
Configuring and Troubleshooting Internet Information Services 7.0 in	\$1,980.00	5	\$1,980.00	5

Windows Server® 2008				
Linux System Administration	\$2,475.00	5	\$2,475.00	5
Microsoft .NET	\$1,980.00	5	\$1,980.00	5
Microsoft Windows Mobile Environment	30% off list price	varies	30% off list price	varies
Configuring Windows Server 2008 Active Directory Domain Services	\$1,980.00	5	\$1,980.00	5
Linux Fundamentals	\$2,475.00	5	\$2,475.00	5
Linux Networking	\$2,475.00	5	\$2,475.00	5
Data Warehousing				
Microsoft Dynamics	\$2,475.00	5	\$2,475.00	5
Oracle Application Express				
Oracle Database 11g: Administration I/II	\$4,200.00	10	\$4,200.00	10
Oracle Database 11g: Performance Tuning	\$2,150.00	5	\$2,150.00	5
Oracle Database 11g: Security	\$2,600.00	5	\$2,600.00	
Oracle Database 12c: Performance Management and Tuning	\$2,150.00	5	\$2,150.00	5
Oracle Database 12c: New Features for Administrators	\$2,600.00	5	\$2,600.00	5
SECURITY				
Security Awareness Concepts and Practices	\$3,595.00	5	\$3,595.00	5
Network Penetration Testing	\$2,995.00	5	\$2,995.00	5
Cisco Securing Networks with ASA Advanced (SNAA)	\$3,595.00	5	\$3,595.00	5
Cisco Securing Networks with ASA Fundamentals (SNAF)	\$3,595.00	5	\$3,595.00	5
Cisco Securing Networks with Cisco Routers and Switches (SNRS)	\$3,595.00	5	\$3,595.00	5
Cisco Implementing Cisco IOS Network Security (IINS)	\$3,595.00	5	\$3,595.00	5
Cisco Securing Cisco Network Devices (SND)	\$3,595.00	5	\$3,595.00	5
Wireless Security	\$3,595.00	5	\$3,595.00	5
Essentials of Network Security	\$3,495.00	5	\$3,495.00	5
Perimeter Protection	\$3,495.00	5	\$3,495.00	5
Enterprise Security Architecture and Assessment	\$2,575.00	4	\$2,575.00	4

ISSAP				
VoIP Security	\$3,495.00	5	\$3,495.00	5
IPS: McAfee Network Security (Intrushield) Training	\$3,995.00	5	\$3,995.00	5
web application penetration testing IACRB	\$4,200.00	5	\$4,200.00	5
Network Penetration Testing IACRB	\$7,400.00	10	\$7,400.00	10
SOFTWARE / WEB DEVELOPMENT				
Application and Web Programming	30% off list price	varies	30% off list price	varies
ASP Programming (Active Server Pages)	\$1,980.00	5	\$1,980.00	5
Application Architecture Certification	\$7,920.00	20	\$7,920.00	20
Enterprise Architecture Certification	\$7,920.00	20	\$7,920.00	20
Data Architecture Certification	\$7,920.00	20	\$7,920.00	20
Data Management Professional Certification	\$7,920.00	20	\$7,920.00	20
Software Development Methodology	\$1,980.00	5	\$1,980.00	5
Application Life Cycle Management	\$5,940.00	15	\$5,940.00	15
Certified JAVA Developer Training	\$2,995.00	5	\$2,995.00	5
XML Developer	\$300.00	1	\$300.00	1
PERL Programming	\$2,600.00	5	\$2,600.00	5
Advanced SQL Queries for Oracle 11g	\$2,600.00	5	\$2,600.00	5
HTML 5, CSS, and JavaScript in Oracle Application Express (APEX)	\$2,600.00	5	\$2,600.00	5
Advanced Oracle Application Express (APEX)	\$2,600.00	5	\$2,600.00	5
Introduction to Oracle Application Express (APEX)	\$2,600.00	5	\$2,600.00	5
HTML 5, CSS 3	\$300.00	1	\$300.00	1
Ajax	\$1,980.00	5	\$1,980.00	5
Microsoft WCF services	\$1,200.00	3	\$1,200.00	3
Microsoft Integration Services	\$1,200.00	3	\$1,200.00	3
Crystal Reports	\$700.00	2	\$700.00	2
Microsoft Software Engineering	30% off list price	varies	30% off list price	varies
Team Foundation Server	\$1,195.00	3	\$1,195.00	3

JQUERY	\$995.00	3	\$995.00	3
ASP.NET Model View Controller (MVC)	\$1,980.00	5	\$1,980.00	5
Designing Responsive Websites	\$1,980.00	5	\$1,980.00	5
Cascading Style Sheets	\$300.00	1	\$300.00	1
Apple iOS Developer Program	\$3,495.00	5	\$3,495.00	5
Android ATC Certification	\$3,395.00	5	\$3,395.00	5
Microsoft MCPD Windows Phone Developer	\$5,940.00	15	\$5,940.00	15
Microsoft MTA	\$1,980.00	5	\$1,980.00	5
Javascript	\$1,100.00	3	\$1,100.00	3
PROJECT MANAGEMENT				
Project Management Fundamentals	\$300.00	1	\$300.00	1
Project Management Tools	\$1,198.00	2	\$1,198.00	2
Project Scope and Time Management	\$1,198.00	2	\$1,198.00	2
Project Integration and Leadership	\$1,198.00	2	\$1,198.00	2
Project Human Resources and Procurement Management	\$1,198.00	2	\$1,198.00	2
Project Cost and Risk Management	\$1,198.00	2	\$1,198.00	2
Project Communication and Quality Management	\$1,198.00	2	\$1,198.00	2
Change Management	\$395.00	1	\$395.00	1
Risk Management	\$395.00	1	\$395.00	1
Performance Measurement and Metrics	\$395.00	1	\$395.00	1
PMI Project Management Certification Training	\$2,500.00	5	\$2,500.00	5
PMP Project Management Professional Certification Training	\$2,500.00	5	\$2,500.00	5
BA - Business Analyst Certification Training	\$2,695.00	4	\$2,695.00	4
ITIL/ITSM- various classes/lengths	20% off list price	1-5 days	20% off list price	1-5 days
Cisco Prime Collaboration Assurance	\$1,500.00	2	\$1,500.00	2

## INVOICE

Itemized invoices shall be submitted after the completion of services and shall include: a brief description of the classes and attendants along with the location of work, to the individual agency.

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

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

## EXHIBIT C

### SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: "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 \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and".
2. There are no other special provisions of this contract.



# 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 NH New Hampshire LLC doing business in New Hampshire as New Horizons Computer Learning Centers, a(n) Michigan limited liability company, registered to do business in New Hampshire on September 19, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19<sup>th</sup> day of May, A.D. 2015

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

William M. Gardner  
Secretary of State



May 12, 2015

Paul Rhodes  
Financial & Purchasing Analyst  
State of New Hampshire  
Bureau of Purchase and Property  
State House Annex RM 102  
25 Capitol Street  
Concord, NH 03301

Dear Mr. Rhodes,

The purpose of this memorandum is to provide you a certificate of vote/authority indicating that Scott McLean, our Chief Administrative Officer, is authorized to sign contracts and agreements on behalf of our organization. This memorandum indicates that as of this day, 5/12/15, Scott McLean is authorized to sign contracts and agreements on behalf of this organization.

For the purpose of this memorandum, our organization consists of the following related entities:

1. NH Learning Solutions Corporation
2. NH New Hampshire LLC (also dba "New Horizons Computer Learning Centers")

Please contact me should you have any further questions or comments.

Sincerely,

John Morgan  
CFO/Treasurer  
NH Learning Solutions Corporation

Acknowledged before me in Wayne County, MI on 5/12/2015 by John Morgan.

Notary Public Signature

Notary's Name: Deborah S. Goetz

County: Wayne

Acting in the County of Wayne

My Commission Expires: 11-29-17

DEBORAH S. GOETZ  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Nov 29, 2017  
ACTING IN COUNTY OF Wayne



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/12/2015

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).

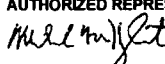
<b>PRODUCER</b> Hylant Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor MI 48105	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 734-741-0044		<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b>			
<b>INSURED</b> NEWHO-5 New Horizons Computer Learning Centers 14115 Farmington Road Livonia, MI 48154	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	<b>INSURER A :</b> Citizens Insurance Co of America		31534	
	<b>INSURER B :</b>			
	<b>INSURER C :</b>			
	<b>INSURER D :</b>			
	<b>INSURER E :</b>			

**COVERAGES**                      **CERTIFICATE NUMBER: 74912896**                      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ZHH9833792	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AHH9786607	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UHH9833832	1/1/2015	1/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WHH9772020	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E. L. EACH ACCIDENT \$500,000 E. L. DISEASE - EA EMPLOYEE \$500,000 E. L. DISEASE - POLICY LIMIT \$500,000
A	<b>Crime Errors &amp; Omissions</b>			ZHH9833792	1/1/2015	1/1/2016	Limit \$500,000 Limit \$1,000,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Administrative Services 25 Capitol Street Concord NY 03301	<b>CANCELLATION</b>  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 
---	---