



# 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

August 14, 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 to enter into a contract with New Horizons Computer Learning Centers d/b/a NH New Hampshire, LLC (VC 307895), of Manchester, NH for a total price not to exceed \$300,000, for managed learning services. The contract term shall be for approximately three years with the contract commencing upon Governor and Executive Council approval and expiring on July 30, 2023, with the option to extend for an additional two one-year terms.

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**

The purpose of this contract is to enable State employees the ability to obtain managed learning services through classroom and online training that are beyond those courses offered through the Bureau of Education and Training (BET). 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 will allow IT professionals to take specialized technical classes and receive certifications not available through the other options.

This contract is the result of Request for Bid (RFB) # 2327-21 for Managed Learning Services, which required response by June 26, 2020. There were two sections for award, one for in-person classroom training and one for interactive online training. The bid submission from New Horizon Learning Centers is the lowest cost, compliant submission meeting the requirements of the RFB.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
August 14, 2020  
Page 2 of 2

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, appearing to read 'Ch Arlinghaus', written in a cursive style.

Charles M. Arlinghaus  
Commissioner

Bid Description	Managed Learning Services	Agency:	Statewide
Bid #	2327-21	Requisition: #	N/A
Agent Name	Ryan Aubert	Bid Closing:	6/26/20 10:00 AM EST

NEW HORIZONS COMPUTER LEARNING		
Vendor	Classroom Training Price	Online Training Price
Application and Web Programming	N/A	N/A
ASP Programming (Active Server Pages)	\$ 1,975.00	\$ 1,975.00
Application Architecture Certification	\$ 1,995.00	\$ 1,995.00
Enterprise Architecture Certification	\$ 2,795.00	\$ 2,795.00
Data Architecture Certification	\$ 1,395.00	\$ 1,395.00
Data Management Professional Certification	N/A	N/A
Software Development Methodology	N/A	N/A
Software Configuration Management	\$ 650.00	\$ 650.00
Application Life Cycle Management	\$ 1,185.00	\$ 1,185.00
Software Quality Engineer Certification	N/A	N/A
Performance Testing Certification	N/A	N/A
Computer Associates Configuration Management	N/A	N/A
Certified JAVA Developer Training	\$ 2,495.00	\$ 2,495.00
XML Developer	\$ 1,495.00	\$ 1,495.00
Quest TOAD Software Training	N/A	N/A
ERWIN Data Modeling Tool Training	N/A	N/A
PERL Programming	\$ 2,495.00	\$ 2,495.00
WebLogic Administration Training	\$ 2,895.00	\$ 2,895.00
Eclipse IDE Training	\$ 2,495.00	\$ 2,495.00
AcuCobol Developer	N/A	N/A
Advanced SQL Queries for Oracle 11g	N/A	N/A
HTML 5, CSS, and JavaScript in Oracle Application Express (APEX)	N/A	N/A
Advanced Oracle Application Express (APEX)	N/A	N/A
Introduction to Oracle Application Express (APEX)	N/A	N/A
HTML 5, CSS 3	\$ 1,975.00	\$ 1,975.00
Ajax	\$ 2,295.00	\$ 2,295.00
web application 508 Compliance	N/A	N/A
Microsoft WCF services	\$ 1,975.00	\$ 1,975.00
Microsoft Integration Services	\$ 1,975.00	\$ 1,975.00
PHP programming	\$ 2,495.00	\$ 2,495.00
Crystal Reports	\$ 792.00	\$ 792.00
Business Portfolio Management Training	N/A	N/A
CBDM - Certified Business Data Modeler Certification Training	N/A	N/A
Microsoft Software Engineering	\$ 1,975.00	\$ 1,975.00
OpenMake training	N/A	N/A
Team Foundation Server	\$ 1,391.00	\$ 1,391.00
JQUERY	\$ 2,796.00	\$ 2,796.00
ASP.NET Model View Controller (MVC)	\$ 1,975.00	\$ 1,975.00
Bootstrap	\$ 1,495.00	\$ 1,495.00
Designing Responsive Websites	\$ 650.00	\$ 650.00
Cascading Style Sheets	\$ 1,295.00	\$ 1,295.00

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Agent Name	Ryan Aubert	Bid Closing:	6/26/20 10:00 AM EST

NEW HORIZONS COMPUTER LEARNING		
Vendor	Classroom Training Price	Online Training Price
Microsoft SharePoint Foundation 2013 Site Administrator, OLL	\$ 396.00	\$ 396.00
Relational database design	\$ 236.00	\$ 236.00
Microsoft ASP.NET	\$ 790.00	\$ 790.00
Microsoft VB.NET	\$ 1,975.00	\$ 1,975.00
Microsoft Visual Studio 2008, 2,10, 2012	\$ 1,975.00	\$ 1,975.00
Microsoft XML Developer	N/A	N/A
Fundamentals of Microsoft Server 2008 Active Directory	\$ 1,975.00	\$ 1,975.00
Configuring and Troubleshooting Internet Information Services 7.0 in Windows Server® 2008	N/A	N/A
Linux System Administration	\$ 1,904.00	\$ 1,904.00
Microsoft .NET	\$ 1,975.00	\$ 1,975.00
Microsoft Windows Mobile Environment	N/A	N/A
Configuring Windows Server 2008 Active Directory Domain Services	\$ 1,975.00	\$ 1,975.00
Linux Fundamentals	\$ 1,700.00	\$ 1,700.00
Linux Networking	N/A	N/A
Data Warehousing	\$ 1,975.00	\$ 1,975.00
Microsoft Dynamics	\$ 790.00	\$ 790.00
Oracle Application Express	N/A	N/A
Oracle Database 11g: Administration I/II	\$ 2,156.00	\$ 2,156.00
Oracle Database 11g: Performance Tuning	N/A	N/A
Oracle Database 11g: Security	N/A	N/A
Oracle Database 12c: Performance Management and Tuning	N/A	N/A
Oracle Database 12c: New Features for Administrators	N/A	N/A
SECURITY		
Security Awareness Concepts and Practices	\$ 236.00	\$ 236.00
Network Penetration Testing	\$ 2,264.00	\$ 2,264.00
Cisco Securing Networks with ASA Advanced (SNAA)	\$ 3,795.00	\$ 3,795.00
Cisco Securing Networks with ASA Fundamentals (SNAF)	\$ 3,795.00	\$ 3,795.00
Cisco Securing Networks with Cisco Routers and Switches (SNRS)	\$ 4,195.00	\$ 4,195.00
Cisco Implementing Cisco IOS Network Security (IINS)	\$ 4,495.00	\$ 4,495.00
Cisco Securing Cisco Network Devices (SND)	\$ 3,995.00	\$ 3,995.00
Wireless Security	\$ 4,295.00	\$ 4,295.00
Essentials of Network Security	N/A	N/A
Perimeter Protection	N/A	N/A
Enterprise Security Architecture and Assessment	N/A	N/A
VoIP Security	\$ 4,000.00	\$ 4,000.00
IPS: McAfee Network Security (Intrushield) Training	N/A	N/A
Certified Security Software Lifecycle Professional	N/A	N/A
web application penetration testing	\$ 1,678.00	\$ 1,678.00
Network Penetration Testing	\$ 2,264.00	\$ 2,264.00
SOFTWARE/WEB DEVELOPMENT		

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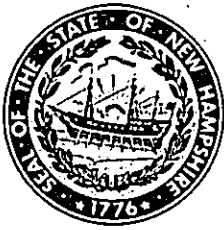
NEW HORIZONS COMPUTER LEARNING		
Vendor	Classroom Training Price	Online Training Price
Quality of Service (QoS)	\$ 3,695.00	\$ 3,695.00
Implementing Cisco Voice Gateways and Gatekeepers (GWGK)	\$ 3,895.00	\$ 3,895.00
Troubleshooting Cisco Unified Communications Systems (TUC v1.0)	\$ 4,495.00	\$ 4,495.00
Implementing Cisco Unified Communications Manager Part 2 (CIP2 v6.0)	\$ 4,195.00	\$ 4,195.00
Microsoft Exchange Server 2013 / Core Solutions	\$ 1,975.00	\$ 1,975.00
Microsoft Exchange Server 2013 / Advanced Solutions	\$ 1,975.00	\$ 1,975.00
Microsoft Exchange Server 2010 / Configuring, Managing and Troubleshooting	\$ 1,975.00	\$ 1,975.00
Microsoft Exchange Server 2010 / Designing and Deploying Messaging Solutions	\$ 1,975.00	\$ 1,975.00
Administering Windows Server 2012	\$ 1,975.00	\$ 1,975.00
Configuring Advanced Windows Server 2012 Services	\$ 1,975.00	\$ 1,975.00
Microsoft SQL Server Reporting Services SSRS	\$ 1,975.00	\$ 1,975.00
Microsoft SQL Server Integration Services SSIS	\$ 1,975.00	\$ 1,975.00
Microsoft SQL Server 2015 Features	\$ 790.00	\$ 790.00
Microsoft SharePoint	\$ 1,975.00	\$ 1,975.00
Oracle Database 11g = SQL Fundamentals	\$ 2,150.00	\$ 2,150.00
Oracle Database 11g = PL/SQL Fundamentals	\$ 2,150.00	\$ 2,150.00
Building Cisco Service Provider Next-Generation Networks, Part 1	\$ 4,500.00	\$ 4,500.00
Building Cisco Service Provider Next-Generation Networks, Part 2	\$ 4,500.00	\$ 4,500.00
Deploying Cisco Service Provider Advanced Network Routing v1.0	\$ 4,500.00	\$ 4,500.00
Implementing Cisco Service Provider Next-Generation Core Network Services v1.0	\$ 4,500.00	\$ 4,500.00
Implementing Cisco Service Provider Next-Generation Edge Network Services v1.0	\$ 3,000.00	\$ 3,000.00
Deploying Cisco Service Provider Network Routing	\$ 4,500.00	\$ 4,500.00
ASR 9000 Series Essentials	\$ 4,000.00	\$ 4,000.00
ASR 1000 Series Essentials v3.1.05	\$ 3,500.00	\$ 3,500.00
Implementing Cisco MPLS v2.3	\$ 3,795.00	\$ 3,795.00
BigFix: Introduction to BigFix & Administration	N/A	N/A
Endpoint: End Point Security Online at McAfee University	N/A	N/A
HIPS: HIP-101: McAfee Host Intrusion Prevention System Essentials	N/A	N/A
NAC: NAC 101: McAfee Network Access Control (NAC) Product	N/A	N/A
Installing and Configuring Windows Server 2012	\$ 1,975.00	\$ 1,975.00
Administering Windows Server 2012	\$ 1,975.00	\$ 1,975.00
Configuring Advanced Windows Server 2012 Services	\$ 1,975.00	\$ 1,975.00
Designing and Implementing a Server Infrastructure	\$ 1,975.00	\$ 1,975.00
Implementing an Advanced Server Infrastructure	\$ 1,975.00	\$ 1,975.00
Implementing a Desktop Infrastructure	\$ 1,975.00	\$ 1,975.00
Implementing Desktop Application Environments	N/A	N/A
Microsoft SharePoint Foundation 2013: Site User, OLL	\$ 396.00	\$ 396.00
Microsoft SharePoint Foundation 2013: Site Owner, OLL	\$ 396.00	\$ 396.00

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Agent Name	Ryan Aubert	Bid Closing:	6/26/20 10:00 AM EST

NEW HORIZONS COMPUTER LEARNING		
Vendor	Classroom Training Price	Online Training Price
<b>TECHNICAL SUPPORT SPECIALIST TRAINING</b>		
A+ Certification hardware and OS	\$ 1,700.00	\$ 1,700.00
A+ Certification hardware	\$ 1,700.00	\$ 1,700.00
A+ Certification OS	\$ 1,700.00	\$ 1,700.00
Network + Certification	\$ 1,700.00	\$ 1,700.00
Security + Certification	\$ 1,700.00	\$ 1,700.00
Microsoft Certified Desktop Technician (MCDT)	\$ 1,975.00	\$ 1,975.00
Microsoft Certified MCAD Training	\$ 1,975.00	\$ 1,975.00
Cisco CCNA Certification	\$ 2,995.00	\$ 2,995.00
Service Management Certification	\$ 1,975.00	\$ 1,975.00
Microsoft Certified MCSE Training	\$ 1,975.00	\$ 1,975.00
Oracle System Administrator	\$ 2,150.00	\$ 2,150.00
Oracle Advanced System Administration	\$ 2,150.00	\$ 2,150.00
Oracle DB Design	N/A	N/A
Implementing, Managing & Maintaining a Microsoft Windows	\$ 1,975.00	\$ 1,975.00
Cisco CCVP CCSP	\$ 4,195.00	\$ 4,195.00
Cisco CCNA Voice	\$ 4,195.00	\$ 4,195.00
Cisco CCNA Wireless	\$ 3,995.00	\$ 3,995.00
Cisco CCNET	\$ 4,195.00	\$ 4,195.00
Microsoft 7 Trouble Shooting and Support	\$ 1,975.00	\$ 1,975.00
Advanced Implementing and Troubleshooting MPLS VPN Networks	\$ 3,795.00	\$ 3,795.00
SCNP - Security Certified Network Professional Certification	\$ 4,000.00	\$ 4,000.00
CISSP - Certified Information Systems Security Professional Certification	\$ 2,300.00	\$ 2,300.00
<b>INFRASTRUCTURE</b>		
Microsoft SQL Server	\$ 1,975.00	\$ 1,975.00
Microsoft SQL Server Admin and Security	\$ 1,975.00	\$ 1,975.00
Microsoft SQL Server Query and Scripting	\$ 1,975.00	\$ 1,975.00
Microsoft Security	\$ 1,975.00	\$ 1,975.00
Microsoft Active Directory	\$ 1,975.00	\$ 1,975.00
Microsoft C#	\$ 1,975.00	\$ 1,975.00
Getting Started with Server Management in Windows Server® 2008 (Beta 3) Hands-On Lab	\$ 1,975.00	\$ 1,975.00
Fundamentals of Windows Server 2008 Network and Applications Infrastructure	\$ 1,975.00	\$ 1,975.00
Configuring Identity and Access Solutions with Windows Server® 2008 Active Directory®	\$ 1,975.00	\$ 1,975.00
Managing and Maintaining Windows Server 2008 Network Infrastructure Servers	\$ 1,975.00	\$ 1,975.00
Wireless Network Set-up and Management	\$ 3,795.00	\$ 3,795.00
Cisco Voice over IP (CVOICE v6.0)	\$ 4,195.00	\$ 4,195.00
Implementing Cisco Unified Communications Manager Part 1 (CIP1 v6.0)	\$ 4,195.00	\$ 4,195.00

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Vendor	Classroom Training Price	Online Training Price
Apple iOS Developer Program	\$ 2,796.00	\$ 2,796.00
Android ATC Certification	\$ 3,495.00	\$ 3,495.00
Microsoft MCPD Windows Phone Developer	N/A	N/A
Microsoft MTA	\$ 1,185.00	\$ 1,185.00
Javascript	\$ 2,796.00	\$ 2,796.00
PROJECT MANAGEMENT		
Project Management Fundamentals	\$ 476.00	\$ 476.00
Project Management Tools	\$ 261.00	\$ 261.00
Project Scope and Time Management	\$ 952.00	\$ 950.00
Project Integration and Leadership	N/A	N/A
Project Human Resources and Procurement Management	N/A	N/A
Project Cost and Risk Management	\$ 952.00	\$ 952.00
Project Communication and Quality Management	N/A	N/A
Change Management	\$ 316.00	\$ 316.00
Risk Management	N/A	N/A
Performance Measurement and Metrics	N/A	N/A
PMI Project Management Certification Training	\$ 1,904.00	\$ 1,904.00
PMP Project Management Professional Certification Training	\$ 2,396.00	\$ 2,396.00
BPR - Business Process Reengineering Certification	N/A	N/A
BPM - Business Process Modeler Certification Training	N/A	N/A
BA - Business Analyst Certification Training	\$ 1,116.00	\$ 1,116.00
ITIL/ITSM	\$ 1,356.00	\$ 1,356.00
Cisco Prime Collaboration Assurance	\$ 3,750.00	\$ 3,750.00
Baldrige - The Pursuit of Organizational Excellence	N/A	N/A
Technology Management	N/A	N/A



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 13, 2020

Charles M. Arlinghaus, Commissioner  
Department of Administrative Services  
State of New Hampshire  
25 Capitol Street  
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with New Horizons Computer Learning Centers d/b/a NH New Hampshire, LLC as described below and referenced as DoIT No. 2021-004.

NH New Hampshire, LLC agrees to provide the State of New Hampshire with Managed Learning Services. This statewide contract will allow agencies the ability to obtain a wide variety of Professional Technical Training Services in either a classroom training environment or an interactive online training environment.

The price limitation of this contract is \$300,000 and shall become effective upon execution by Commissioner Arlinghaus and shall continue thereafter through July 30, 2023.

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

Sincerely,

 for  
Denis Goulet

DG/ik  
DoIT #2021-004

cc: Ryan Aubert, DAS BoPP

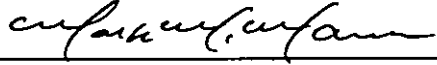
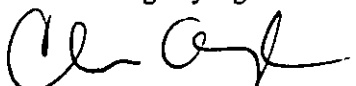
*"Innovative Technologies Today for New Hampshire's Tomorrow"*

**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 State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name NH New Hampshire LLC		1.4 Contractor Address 460 Amherst Street Nashua, NH 03063	
1.5 Contractor Phone Number 603-324-6263	1.6 Account Number Various	1.7 Completion Date July 30, 2023	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature  Date: 7/20/20		1.12 Name and Title of Contractor Signatory Mark McManus, Jr. Chief Executive Officer	
1.13 State Agency Signature  Date: 8/14/20		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			


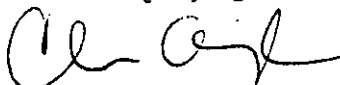
*Nicole Dee* 7/20/20  
 NICOLE DEE  
 NOTARY PUBLIC, STATE OF MI  
 COUNTY OF WAYNE  
 MY COMMISSION EXPIRES Jun 26, 2023  
 ACTING IN COUNTY OF *Wayne*

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1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <i>Takhmina Rakhmatova</i> On: 8/20/2020			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

*Nicole Dee* 7/20/20

NICOLE DEE  
NOTARY PUBLIC, STATE OF NH  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Jun 28, 2023  
ACTING IN COUNTY OF *Wayne*

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

**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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### **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. The 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. 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.

**17. 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.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

NH New Hampshire LLC (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 Managed Learning Services in accordance with the bid submission in response to State Request for Bid #2327-21 and as described herein.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Special Provisions
- c. EXHIBIT B      Scope of Services
- d. EXHIBIT C      Method of Payment
- e. EXHIBIT D      RFB 2327-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2327-21."

**3. TERM OF CONTRACT**

This contract shall commence upon execution by the Commissioner of Administrative Services and shall continue thereafter through July 30, 2023, a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

**4. SCOPE OF WORK**

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The purpose of this Contract is to provide a wide variety of IT Professional Technical Training Services, consistent with all specifications set forth in the State of New Hampshire Contract Terms and Conditions.

Contractor shall possess appropriate certification to teach any given course.

**CONTRACTOR-SITE TRAINING for the CLASSROOM TRAINING**

Training shall be offered at a permanent Contractor 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 instructor shall be prepared to work with the State network administration staff to configure and install any software and equipment. The cost of setup shall be included in the pricing of this Contract.

#### **ONLINE 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.

#### **General Requirements**

Contractor must hold Microsoft Silver Certified Partner (or better) certifications.

A Course description and syllabus for each course offering shall be available to State agencies 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 must 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, and may request the removal of any Contractor employee who fails to perform at acceptable levels. The Contractor will immediately remove said individual from the project. The Contractor will 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 will not result in any increased cost to the State.

#### **ADDITIONAL REQUIREMENTS**

All services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M 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-day 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 Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

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

While on State property, Contractor 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.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

#### **OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**

The Contractor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract drawings.

The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

#### **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 RFB #2327-21, as described herein, and under the terms of this Contract.

The Contractor shall agree to 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. 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.

#### **9. 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.

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Managed Learning services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a 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 as indicated in Form P-37 Block 1.7.

**2. 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 Environment	Classroom Training Environment	Web Training Environment	Web Training Environment
	Cost	Course Length In Days	Cost	Course Length In Days
<b>TECHNICAL SUPPORT SPECIALIST TRAINING PROGRAM</b>				
A+ Certification hardware and OS:	\$1,700	5 Days	\$1,700	5 Days
A+ Certification hardware: CompTIA A+ Certification - Part 1	\$1,700	5 Days	\$1,700	5 Days
A+ Certification OS: CompTIA A+ Certification - Part 2	\$1,700	5 Days	\$1,700	5 Days
Network + Certification	\$1,700	5 Days	\$1,700	5 Days
Security + Certification	\$1,700	5 Days	\$1,700	5 Days
Microsoft Certified Desktop Technician (MCDT)	\$1,975	5 Days	\$1,975	5 Days
Managing Modern Desktops	\$1,975	5 Days	\$1,975	5 Days
Microsoft Certified MCAD Training	\$1,975	5 Days	\$1,975	5 Days
Programming in C#	\$1,975	5 Days	\$1,975	5 Days
Developing ASP.NET MVC 5 Web Applications	\$1,975	5 Days	\$1,975	5 Days
Developing Windows Azure and Web Services	\$1,975	5 Days	\$1,975	5 Days
Cisco CCNA Certification	\$2,955	5 Days	\$2,955	5 Days
Service Management Certification	\$1,975	5 Days	\$1,975	5 Days
Microsoft Certified MCSE Training	\$1,975	5 Days	\$1,975	5 Days
MCSE	\$1,975	5 Days	\$1,975	5 Days
MCSE Productivity Solutions Expert	\$1,975	5 Days	\$1,975	5 Days
Oracle System Administrator	\$2,150	5 Days	\$2,150	5 Days
Oracle Advanced System Administration	\$2,150	5 Days	\$2,150	5 Days
Implementing, Managing & Maintaining a Microsoft Windows	\$1,975	5 Days	\$1,975	5 Days
Upgrading Your Skills to Windows Server 2016 MCSA	\$1,975	5 Days	\$1,975	5 Days
Cisco CCVP CCSP	\$4,195	5 Days	\$4,195	5 Days

Implementing Cisco Collaboration Cloud and Edge Solutions	\$4,195	5 Days	\$4,195	5 Days
Cisco CCNA Voice	\$4,195	5 Days	\$4,195	5 Days
Cisco CCNA Wireless	\$3,995	5 Days	\$3,995	5 Days
Cisco CCNET	\$4,195	5 Days	\$4,195	5 Days
Microsoft 7 Trouble Shooting and Support	\$1,975	5 Days	\$1,975	5 Days
Advanced Implementing and Troubleshooting MPLS VPN Networks	\$3,795	5 Days	\$3,795	5 Days
SCNP - Security Certified Network Professional Certification	\$4,000	5 Days	\$4,000	5 Days
CISSP - Certified Information Systems Security Professional Certification	\$2,300	5 Days	\$2,300	5 Days
<b>INFRASTRUCTURE</b>				
Microsoft SQL Server	\$1,975	5 Days	\$1,975	5 Days
Microsoft SQL Server Admin and Security	\$1,975	5 Days	\$1,975	5 Days
Microsoft SQL Server Query and Scripting	\$1,975	5 Days	\$1,975	5 Days
Querying Data with Transact SQL	\$1,975	5 Days	\$1,975	5 Days
Microsoft Security	\$1,975	5 Days	\$1,975	5 Days
Securing Windows Server 2016	\$1,975	5 Days	\$1,975	5 Days
Microsoft Active Directory	\$1,975	5 Days	\$1,975	5 Days
Microsoft C#	\$1,975	5 Days	\$1,975	5 Days
Getting Started with Server Management in Windows Server® 2008 (Beta 3) Hands-On Lab:	\$1,975	5 Days	\$1,975	5 Days
Fundamentals of Windows Server 2008 Network and Applications Infrastructure	\$1,975	5 Days	\$1,975	5 Days
Configuring Identity and Access Solutions with Windows Server® 2008 Active Directory®	\$1,975	5 Days	\$1,975	5 Days
Managing and Maintaining Windows Server 2008 Network Infrastructure Servers	\$1,975	5 Days	\$1,975	5 Days
Wireless Network Set-up and Management	\$3,795	5 Days	\$3,795	5 Days
Cisco Voice over IP (CVOICE v6.0)	\$4,195	5 Days	\$4,195	5 Days
Implementing Cisco Unified Communications Manager Part 1 (CIPT1 v6.0)	\$4,195	5 Days	\$4,195	5 Days
Quality of Service (QoS)	\$3,695	5 Days	\$3,695	5 Days
Implementing Cisco Voice Gateways and Gatekeepers (GWGK)	\$3,895	5 Days	\$3,895	5 Days
Troubleshooting Cisco Unified Communications Systems (TUC v1.0)	\$4,495	5 Days	\$4,495	5 Days
Implementing Cisco Unified Communications Manager Part 2 (CIPT2 v6.0)	\$4,195	5 Days	\$4,195	5 Days
Microsoft Exchange Server 2013 / Core Solutions	\$1,975	5 Days	\$1,975	5 Days
Microsoft Exchange Server 2013 / Advanced Solutions	\$1,975	5 Days	\$1,975	5 Days
Microsoft Exchange Server 2010 / Configuring, Managing and Troubleshooting	\$1,975	5 Days	\$1,975	5 Days
Microsoft Exchange Server 2010 / Designing and Deploying Messaging Solutions	\$1,975	5 Days	\$1,975	5 Days
Administering Windows Server 2012	\$1,975	5 Days	\$1,975	5 Days

Configuring Advanced Windows Server 2012 Services	\$1,975	5 Days	\$1,975	5 Days
Networking with Windows Server 2016	\$1,975	5 Days	\$1,975	5 Days
Microsoft SQL Server Reporting Services SSRS	\$1,975	5 Days	\$1,975	5 Days
Writing Reports with Report Builder and SSRS Level 1	\$790	2 Days	\$790	2 Days
Writing Reports with Report Builder and SSRS Level 2	\$790	2 Days	\$790	2 Days
Microsoft SQL Server Integration Services SSIS	\$1,975	5 Days	\$1,975	5 Days
Implementing a SQL Data Warehouse	\$1,975	5 Days	\$1,975	5 Days
Microsoft SQL Server 2015 features	\$790	2 Days	\$790	2 Days
Microsoft SharePoint	\$1,975	5 Days	\$1,975	5 Days
Advanced Technologies of SharePoint 2016	\$1,975	5 Days	\$1,975	5 Days
Oracle Database 11g = SQL Fundamentals	\$2,150	5 Days	\$2,150	5 Days
Oracle Database 11g – PL/SQL Fundamentals	\$2,150	5 Days	\$2,150	5 Days
Building Cisco Service Provider Next-Generation Networks, Part 1	\$4,500	5 Days	\$4,500	5 Days
Building Cisco Service Provider Next-Generation Networks, Part 2	\$4,500	5 Days	\$4,500	5 Days
Deploying Cisco Service Provider Advanced Network Routing v1.0	\$4,500	5 Days	\$4,500	5 Days
Implementing Cisco Service Provider Next-Generation Core Network Services v1.0	\$4,500	5 Days	\$4,500	5 Days
Implementing Cisco Service Provider Next-Generation Edge Network Services v1.0	\$3,000	3 Days	\$3,000	3 Days
Deploying Cisco Service Provider Network Routing	\$4,500	5 Days	\$4,500	5 Days
ASR 9000 Series Essentials	\$4,000	5 Days	\$4,000	5 Days
ASR 1000 Series Essentials v3.1.0S	\$3,500	4 Days	\$3,500	4 Days
Implementing Cisco MPLS v2.3	\$3,795	5 Days	\$3,795	5 Days
Installing and Configuring Windows Server 2012	\$1,975	5 Days	\$1,975	5 Days
Administering Windows Server 2012	\$1,975	5 Days	\$1,975	5 Days
Configuring Advanced Windows Server 2012 Services	\$1,975	5 Days	\$1,975	5 Days
Designing and Implementing a Server Infrastructure	\$1,975	5 Days	\$1,975	5 Days
Implementing an Advanced Server Infrastructure	\$1,975	5 Days	\$1,975	5 Days
Implementing a Desktop Infrastructure	\$1,975	5 Days	\$1,975	5 Days
Managing Modern Desktops	\$1,975	5 Days	\$1,975	5 Days
Microsoft SharePoint Foundation 2013	\$396	1 Day	\$396	1 Day
MicroSoft SharePoint Foundation 2013	\$396	1 Day	\$396	1 Day
Microsoft SharePoint Foundation 2013 Site Administrator, OLL	\$396	1 Day	\$396	1 Day
Relational database design	\$236	1 Day	\$236	1 Day
Microsoft ASP.NET	\$790	2 Days	\$790	2 Days
Microsoft VB.NET	\$1,975	5 Days	\$1,975	5 Days
Microsoft Visual Studio 2008, 2010, 2012	\$1,975	5 Days	\$1,975	5 Days

Fundamentals of Microsoft Server 2008 Active Directory	\$1,975	5 5 Days	\$1,975	5 5 Days
Linux System Administration: 55187 Linux System Administration	\$1,904	4 Days	\$1,904	4 Days
Microsoft .NET (Various titles available)	\$1,975	5 Days	\$1,975	5 Days
Configuring Windows Server 2008 Active Directory Domain Services (Retiring 6/30/2020)	\$1,975	5 Days	\$1,975	5 Days
Identity with Windows Server 2016	\$1,975	5 Days	\$1,975	5 Days
Linux Fundamentals	\$1,700	4 Days	\$1,700	4 Days
Data Warehousing	\$1,975	5 Days	\$1,975	5 Days
Implementing a SQL Data Warehouse	\$1,975	5 Days	\$1,975	5 Days
Microsoft Dynamics	\$790	2 Days	\$790	2 Days
Microsoft Power Platform + Dynamics 365 Core	\$1,975	5 Days	\$1,975	5 Days
Oracle Database 11g: Administration I/II	\$2,156	5 Days	\$2,156	5 Days
Oracle Database 12c	\$2,156	5 Days	\$2,156	5 Days
<b>SECURITY</b>				
Security Awareness Concepts and Practices	\$236	1/2 day	\$236	1/2 day
Network Penetration Testing	\$2,264	5 Days	\$2,264	5 Days
Cisco Securing Networks with ASA Advanced (SNAA)	\$3,795	5 Days	\$3,795	5 Days
Cisco Securing Networks with ASA Fundamentals (SNAF)	\$3,795	5 Days	\$3,795	5 Days
Cisco Securing Networks with Cisco Routers and Switches (SNRS)	\$4,195	5 Days	\$4,195	5 Days
Cisco Implementing Cisco IOS Network Security (IINS)	\$4,495	5 Days	\$4,495	5 Days
Cisco Securing Cisco Network Devices (SND)	\$3,995	5 Days	\$3,995	5 Days
Wireless Security	\$4,295	5 Days	\$4,295	5 Days
VoIP Security	\$4,000	5 Days	\$4,000	5 Days
Web application penetration testing	\$1,678	3 Days	\$1,678	3 Days
Network Penetration Testing	\$2,264	5 Days	\$2,264	5 Days
<b>SOFTWARE / WEB DEVELOPMEN</b>				
ASP Programming (Active Server Pages)	\$1,975	5 Days	\$1,975	5 Days
Developing Windows Azure and Web Services	\$1,975	5 Days	\$1,975	5 Days
Developing Solutions for Microsoft Azure	\$1,975	5 Days	\$1,975	5 Days
Azure DevOps Engineer	\$2,765	5 Days	\$2,765	5 Days
Application Architecture Certification	\$1,995	3 Days	\$1,995	3 Days
Enterprise Architecture Certification	\$2,795	4 Days	\$2,795	4 Days
Data Architecture Certification	\$1,395	2 Days	\$1,395	2 Days
Software Configuration Management	\$650	1 Day	\$650	1 Day
Application Life Cycle Management	\$1,185	3 Days	\$1,185	3 Days
Certified JAVA Developer Training	\$2,495	5 Days	\$2,495	5 Days
Java Programming Essentials for Developers New to OO	\$2,495	5 Days	\$2,495	5 Days
Fast Track to Core Java for OO Developers	\$2,495	4 Days	\$2,495	4 Days
XML Developer	\$1,495	3 Days	\$1,495	3 Days
Advanced XML / XSLT	\$1,295	2 Days	\$1,295	2 Days
PERL Programming	\$2,495	4 Days	\$2,495	4 Days

Next Level Perl Programming	\$2,495	4 Days	\$2,495	4 Days
WebLogic Administration Training	\$2,895	5 Days	\$2,895	5 Days
Advanced WebLogic Sys Admin	\$2,795	4 Days	\$2,795	4 Days
Eclipse IDE Training	\$2,495	5 Days	\$2,495	5 Days
HTML 5, CSS 3	\$1,975	5 Days	\$1,975	5 Days
Ajax	\$2,295	5 Days	\$2,295	5 Days
Microsoft WCF services	\$1,975	5 Days	\$1,975	5 Days
Microsoft Integration Services	\$1,975	5 Days	\$1,975	5 Days
PHP programming	\$2,495	4 Days	\$2,495	4 Days
PHP Intermediate	\$2,495	4 Days	\$2,495	4 Days
Crystal Reports	\$792	2 Days	\$792	2 Days
Crystal Reports 2016 - Part 2	\$792	2 Days	\$792	2 Days
Microsoft Software Engineering	\$1,975	5 Days	\$1,975	5 Days
Developing Windows Azure and Web Services	\$1,975	5 Days	\$1,975	5 Days
Developing Solutions for Microsoft Azure	\$1,975	5 Days	\$1,975	5 Days
Azure DevOps Engineer	\$2,765	5 Days	\$2,765	5 Days
Team Foundation Server	\$1,391	3 Days	\$1,391	3 Days
JQUERY	\$2,796	5 Days	\$2,796	5 Days
ASP.NET Model View Controller (MVC)	\$1,975	5 Days	\$1,975	5 Days
Bootstrap	\$1,495	2 Days	\$1,495	2 Days
Responsive (Mobile) Web Design with Bootstrap	\$650	1 Day	\$650	1 Day
Designing Responsive Websites	\$1,495	3 Days	\$1,495	3 Days
Cascading Style Sheets	\$1,295	2 Days	\$1,295	2 Days
Web Essentials with HTML5, CSS3 & Javascript	\$1,495	3 Days	\$1,495	3 Days
Apple iOS Developer Program	\$2,796	5 Days	\$2,796	5 Days
Android ATC Certification	\$3,495	5 Days	\$3,495	5 Days
Microsoft MTA	\$1,185	3 Days	\$1,185	3 Days
Networking and Security Fundamentals	\$1,975	5 Days	\$1,975	5 Days
Javascript	\$2,796	5 Days	\$2,796	5 Days
<b>PROJECT MANAGEMENT</b>				
Project Management Fundamentals	\$476	1 Day	\$476	1 Day
Project Management Tools: Microsoft Project 2016 - Part 1	\$261	1 Day	\$261	1 Day
Microsoft Project 2016 - Part 2	\$261	1 Day	\$261	1 Day
Project Scope and Time Management	\$952	2 Days	\$952	2 Days
Project Cost and Risk Management	\$952	2 Days	\$952	2 Days
Change Management	\$316	1 Day	\$316	1 Day
PMI Project Management Certification Training	\$1,904	4 Days	\$1,904	4 Days
PMP Project Management Professional Certification Training	\$2,396	5 Days	\$2,396	5 Days
BA - Business Analyst Certification Training	\$1,116	2 Days	\$1,116	2 Days
ITIL/ITSM	\$1,356	2 Days	\$1,356	2 Days
Cisco Prime Collaboration Assurance	\$3,750	5 Days	\$3,750	5 Days

#### **4. 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 course and individuals who attended.

#### **5. PAYMENT**

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>**

## EXHIBIT D

RFB #2327-21 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 NH NEW HAMPSHIRE LLC is a Michigan Limited Liability Company registered to do business in New Hampshire as NEW HORIZONS COMPUTER LEARNING CENTERS on September 19, 2014. 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: 714904

Certificate Number: 0004966507



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of July A.D. 2020.

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

William M. Gardner  
Secretary of State

**CONSENT IN LIEU OF SPECIAL MEETING  
OF THE MEMBER OF NH NEW HAMPSHIRE LLC**


**July 13, 2020**

The undersigned, constituting the sole member of NH New Hampshire LLC (the "*Company*"), adopts the following resolution in lieu of a Special Meeting of the Member by this written consent pursuant to Section 502(6) of the Michigan Limited Liability Company Act:

RESOLVED, that the Company is authorized, empowered and directed to enter into Contract No. 8002726 Managed Learning Services with the State of New Hampshire and execute all documents that are necessary, advisable, or appropriate to effectuate the transactions contemplated by such Contract.

*Consent In Lieu of Special Meeting of the  
Member of NH New Hampshire LLC  
dated July 13, 2020*

**NH New Hampshire LLC,  
a Michigan limited liability company,**

By:   
Name: Mark A. McManus, Jr., President &  
CEO of NH Learning Solutions Corporation  
Its: Sole Member of NH New Hampshire LLC

*Nicole Dee 7/20/20*  
NICOLE DEE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Jun 28, 2023  
ACTING IN COUNTY OF *Wayne*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2020

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**  
Hylant Group Inc - Ann Arbor  
24 Frank Lloyd Wright Dr J4100  
Ann Arbor MI 48105

**CONTACT**

NAME:

PHONE  
(A/C, No. Ext): 734-741-0044FAX  
(A/C, No):

E-MAIL

ADDRESS:

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: Federal Insurance Company

20281

INSURER B: Chubb Indemnity Insurance Co.

12777

INSURER C: Great Northern Insurance Co

20303

INSURER D: Hanover American Insurance Company

36054

INSURER E:

INSURER F:

**INSURED**  
NH New Hampshire, LLC  
14115 Farmington Road  
Livonia, MI 48154

NEWHO-5

**COVERAGES**

CERTIFICATE NUMBER: 1672459138

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 INSD	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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			36031710	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 \$ 1,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73601248	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) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			79898687	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<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	Y/N N	N/A	71753784	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
D A	Crisis Professional Liability	N	N	QTE94192 36031710	1/1/2020 1/1/2020	1/1/2021 1/1/2021	Limit Limit \$500,000 \$1,000,000

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

**CERTIFICATE HOLDER**

State of New Hampshire  
Administrative Services  
25 Capitol Street  
Concord NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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