

STATE OF NEW HAMPSHIRE
Dept. of Administrative Services
Div. of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

DATE: May 8, 2019

NOTICE OF CONTRACT

COMMODITY: IT Professional Vendor Managed Services

CONTRACT NO.: 8002519

NIGP: 920-0000

VENDOR: Computer Aid, Inc. **VENDOR #:** 166960
1390 Ridgeview Drive
Allentown, PA 18104

CONTACT PERSON(s): Tim Nau
Tel. No.: 414-379-2893
E-Mail: Timothy.Nau@cai.io

EFFECTIVE FROM: April 17, 2019 **Through:** December 31, 2021

CONTRACT STRUCTURE

Contractor shall perform the overall program management and candidate engagements of the State's IT contingent workforce. Contractor shall include program reporting and tracking, and candidate evaluation and selection. Contractor will provide supplier management tool(s), performance oversight, need analysis and consultation, as well as help desk support. Engagements will vary in length, therefore pricing may be project based, time and material based or hourly based.

Contractor shall provide Sub-Contractors via a Vendor Management System (VMS).

1. State of NH Terms and Conditions and Contract Requirements

By submitting a quotation, the Contractor agrees that the State of New Hampshire terms and conditions, contained in Form P-37 of the master Contract shall form the basis of any Agreement resulting from this RFQ.

2. Contract Documents and Order of Precedence

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

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

3. Contractor Responsibilities

The Contractor shall be solely responsible for meeting all requirements and terms and conditions specified in the Master Contract, this RFQ, the quotation, and any resulting Purchase Order, regardless of whether or not it proposes to use any Subcontractor.

4. State Contracts

The State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware contracts to acquire supporting Software and hardware.

5. Contractor Staff

In its SOW, the Contractor shall assign and identify Project Staff, in accordance with the requirements and deliverables of each SOR.

Contractor shall not change key sub-contractor project staff commitments without prior written approval of the State. Replacement IT consultant project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced, and be subject to the provisions of this SOR and any resulting purchase order and/or contract. State approvals for changes in the Contractor's IT consultant project staff will not be unreasonably withheld. The State reserves the right to require immediate removal of the Contractor's IT consultant project staff if found unacceptable to the State.

If a sub-contractor currently performing work for the State separates from the Contractor's employment, Contractor shall notify the State as soon as it becomes aware of said sub-contractor's departure or ten (10) business days' advance notice, whichever is longer. Contractor shall notify the State Agency in writing within twenty-four (24) hours in the event of an unanticipated departure of a sub-contractor.

At the discretion of the State, Contractor will replace any sub-contractor, pursuant to this section, with an equally or more experienced sub-contractor at no additional cost. Contractor shall submit to the State, no later than two (2) business days after the removal of a sub-contractor, the cost value of the proposed replacement sub-contractor and such other information as the State may request for review prior to having the sub-contractor begin to perform. Contractor shall also arrange for orderly and timely transfer of knowledge related to the sub-contractor's assignment(s).

Upon receipt of written notice of replacement or removal of the sub-contractor, Contractor shall immediately re-direct the sub-contractor's duties relative to the State in accordance with the requirements of the notice and, if requested, deliver to the State all records as may have been accumulated by the sub-contractor in performing under this Contract, whether completed or in progress.

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to declare the project staff/employee in default and to pursue its remedies at law and in equity, if Contractor fails to assign project staff meeting the requirements and terms of the Contract or if it is dissatisfied with Contractor's replacement sub-contractor project staff.

6. Work Plan

Contractor shall submit a preliminary work plan in its Statement of Work (SOW), if required by SOR. The work plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, task dependencies, and payment schedule.

The Contractor shall update the Work Plan as necessary, but not less than once every week to accurately reflect the status of the Project. Any revisions to the Work Plan shall require the prior written approval of the State.

7. Change Orders

The State may make changes or revisions at any time by written Change Order. Within three (3) business days of a Contractor's receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

A Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to a Contractor's requested Change Order within five (5) business days. The State, which includes the requesting Agency and the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

8. Dispute Resolution

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive

relief with respect to intellectual property rights or confidential information), the party believing itself aggrieved (the “invoking party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the invoking party’s right to any other remedy permitted under the Contract.

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	COMPUTER AID, INC.	STATE OF NEW HAMPSHIRE	CUMULATIVE ALLOTTED TIME
Primary	Timothy Nau Sr. Client Executive	Agency Project Manager (PM)	5 Business Days
First	Linda Leiby Dir. Contingent WF	State Contract Manager	10 Business Days
Second	Ellen Sigl VP, Contingent WF Sol	DAS Director of Procurement and Support Services	15 Business Days
Third	David Hunter Executive VP	DAS Commissioner	15 Business Days

The allotted time for the first level negotiations shall begin on the date the invoking party’s notice is received by the other party. Subsequent allotted time is days from the date that the original invoking party’s notice is received by the other party

9. Deliverables

The Contractor shall provide the State with the Deliverables in accordance with the requirements, terms, and conditions of the Contract. All Deliverables shall fully meet and perform in accordance with the Specifications of the RFQ and resulting Purchase Order. Upon its submission of a Deliverable, the Contractor shall warrant that it has performed its obligations under the Contract associated with the Deliverable. All Deliverables shall be subject to the State’s Acceptance as set forth in Section 3: Testing and Acceptance and this Section 9.: Deliverables.

Once an individual Deliverable is accepted by the State in writing, all sums due and payable relating thereto are non-refundable and non-cancelable; however, notwithstanding the foregoing, in the event the State rejects a deployment of the System, the State shall have the right to pursue all remedies under the Contract, at law and in equity, including but not limited to, the right to replacement and re-Implementation costs.

a. Software Deliverables Review

Software Deliverables Review is further described in Section: Testing and Acceptance below.

b. Non-Software Deliverables Review

Prior to the commencement of work on Non-Software Deliverables, the Contractor shall provide to the State an agenda, template, or draft course curriculum and handout materials (or other appropriate materials), for Review and prior written approval by the State. The State will Review and either approve the proposed content for the Non-Software Deliverable or not accept it and specify what the State requires. The finalized agenda, template, or draft course curriculum (or other appropriate material), will then be utilized to subsequently Review the Deliverable to ensure it has met the State’s and Contractor’s expectations and can be accepted or not accepted based on previously agreed upon criteria.

After receiving written Certification from the Contractor that a Non-Software Deliverable is final, complete, and ready for Review, the State will Review the Deliverable and the State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable. If the State rejects the Deliverable, the State will notify the Contractor, in detail, of the nature and class of the Deficiency and the Contractor must correct the Deficiency within five (5) business days, or within the period identified in the Work Plan, as applicable.

Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Deliverable and notify the Contractor of its Acceptance or rejection thereof with the option to extend the Review Period up to five (5) additional business days. If the Contractor has failed to correct the Deficiency within the allotted period of time, the State may, at its option, continue Reviewing the Deliverable and require the Contractor to continue until the Deficiencies are corrected.

If the Contractor is unable to remedy the Deficiency during the Cure Period, then the State may declare the Contractor in default, pursuant to Appendix G-4, Section 8, and immediately pursue its remedies at law and in equity.

c. Written Deliverables Review

Prior to the commencement of work on Written Deliverables, the Contractor shall provide to the State a Table of Contents, template, draft or sample document for Review and prior written approval by the State.

The State will Review and either approve the proposed content for the written Deliverable or not accept it and specify what the State requires. The finalized Table of Contents, template, or a draft or sample document, will then be utilized to subsequently Review the Deliverable to ensure it has met the State's expectations and can be accepted or not accepted based on previously agreed upon criteria.

After receiving written Certification from the Contractor that a Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable and the State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable. If the State rejects the Deliverable, the State will notify the Contractor, in detail, of the nature and class of the Deficiency and the Contractor must correct the Deficiency within five (5) business days, or within the period identified in the Work Plan, as applicable.

Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Deliverable and notify the Contractor of its Acceptance or rejection thereof with the option to extend the Review Period up to five (5) additional business days. If the Contractor has failed to correct the Deficiency within the allotted period of time, the State may, at its option, continue Reviewing the Deliverable and require the Contractor to continue until the Deficiencies are corrected.

If the Contractor is unable to remedy the deficiency during the cure period, then the State may declare the Contractor in default, pursuant to and immediately pursue its remedies at law and in equity.

10. Warranty

The Contractor shall agree to maintain, repair, and correct deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and defects and deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient software and documentation.

a. System

The Contractor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.

b. Software

The Contractor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications.

Software shall be archived and or version controlled through the use of Harvest Software or a State approved versioning tool.

c. Non-Infringement

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

d. Viruses; Destructive Programming

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

e. Compatibility

The Contractor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

f. Professional Services

The Contractor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

g. Warranty Term

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days or as otherwise defined within the separate SOR.

h. Warranty Services

Warranty Services shall include, without limitation, the following:

- Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State during normal business hours, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State and provide reports to the State up request, including:
 - 1) nature of the Deficiency;
 - 2) current status of the Deficiency;
 - 3) action plans, dates, and times;
 - 4) expected and actual completion time;
 - 5) Deficiency resolution information;
 - 6) Resolved by;
 - 7) Identifying number i.e. work order number;
 - 8) Issue identified by;
- The Contractor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
 - 1) mean time between reported Deficiencies with the Software;
 - 2) diagnosis of the root cause of the problem; and
 - 3) identification of repeat calls or repeat Software problems; and
- All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Contractor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Contractor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Contractor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Contractor's product and receive a refund for all amounts paid to the Contractor within ninety (90) days of notification to the Contractor of the State's intent to request a refund; 3) and to pursue all other remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

11. Travel Expenses

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

The Contractor must assume all travel and related expenses. All labor rates will be "Fully Loaded," including, but not limited to: meals, hotel, airfare, car rentals, car mileage, and Out-of-pocket expenses.

12. Project Workspace and Office Equipment

The requesting State Agency shall work with the Contractor and any sub-contractor to determine the requirements for providing all necessary workspace and office equipment for the Contractor and any sub-contractor. Any specific requirements or accommodations must be included in the Statement of Work (SOW).

13. Work Hours

While on site at the State, Contractor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon written agreement with the State Project Manager. The State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work. No premium charges will be paid for any off-hour work.

14. Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide Contractor and their sub-contractors with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted services.

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

15. State-Owned Documents and Data

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

16. Intellectual Property

The State shall hold all ownership, title, and rights to the work product developed in connection with performance of obligations under the Contract, or modifications to the software, and associated documentation including any and all performance enhancing operational plans and Contractor and its' sub-contractor's special utilities.

The State shall have the sole right to produce, publish, or otherwise use such Software, modifications, and documentation developed under the Contract and to authorize others to do so.

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

17. Computer Use

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

- Every authorized user has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure;
- That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor and their sub-contractor access or attempt to access any information without having the express authority to do so;
- That at no time shall Contractor and their sub-contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access;
- That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor and their sub-contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated

by the State, can be used by Contractor and their sub-contractor. Personal software shall not be installed on any equipment.

18. Email Use

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

19. Internet/Intranet Use

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

20. Regulatory/Governmental Approvals

Any Contract awarded by the State shall be contingent upon the Contractor obtaining all necessary and applicable regulatory or other governmental approvals.

21. Force Majeure

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

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

22. Validity of Statement of Work

All SOW's must be valid for one hundred and eighty (180) days following the deadline established in the SOR.

23. Property of the State

All material received in response to the RFO shall become the property of the State and will not be returned to the Contractor. Regardless of the Contractor selected, the State reserves the right to use any information presented in a quote.

24. Public Disclosure

Subject to applicable law or regulations, the content of the Contractor's SOW shall become public information in accordance with RSA 91-A (the "Right-to-Know" Law). If the Contractor considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable.

25. Work for Hire

In performing its obligations under the Contract, the State and the Contractor shall agree that any work created or prepared by the Contractor and its' sub-contractor personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

26. Data Protection

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

- Shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized

industry practice and not less stringent than the measures Contractor and their sub-contractor apply to its own personal data and non-public data of similar kind.

- All data obtained by Contractor and their sub-contractor in the performance of this Contract shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, Contractor and their sub-contractor are responsible for encryption of the State data.
- Unless otherwise stipulated, Contractor and their sub-contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to Contractor and their sub-contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this Contract.
- At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by Contractor and their sub-contractor or any party related to Contractor and their sub-contractor for subsequent use in any transaction that does not include the State.
- Contractor and their sub-contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

27. Data Location

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

28. Incident or Data Breach Notification

The Contractor shall inform the State of any Security Incident or data breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

- Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- Security incident reporting requirements: Contractor shall report a security incident to the State identified contact immediately as defined in the SLA.
- Breach reporting requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

29. Breach Responsibilities

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

- Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. the Contractor shall:
 - Cooperate with the State as reasonably requested by the State to investigate and resolve the data breach;
 - Promptly implement necessary remedial measures, if necessary; and

- Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the service, if necessary.
- Unless otherwise stipulated, if a data breach is a direct result of Contractor's breach of its Contract obligation to encrypt personal data or otherwise prevent its release, Contractor shall bear the costs associated with:
 - The investigation and resolution of the data breach;
 - Notifications to individuals, regulators or others required by State law;
 - A credit monitoring service required by State (or federal) law;
 - A website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$148 per record/person) in the most recent "Cost of a Data Breach Study: Global Overview" published by the Ponemon Institute at the time of the Data Breach; and
 - Complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a.) through (d.)] subject to this Contract's limitation of liability.

30. Notification of Legal Requests

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this Contract, or which in any way might reasonably require access to the data of the State. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

31. Access to Security Logs and Reports

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

32. Contract Audit

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

33. Advance Notice

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

34. Statement of Request

A Statement of Request (SOR) will be submitted to the Contractor defining the specific requirements of each individual Agency project or assignment.

35. Records Retention and Access Requirements

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

Contractor and its' sub-contractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. Contractor and its' sub-contractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection,

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

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

Testing and Acceptance

Testing requirements are dependent upon the type of project that is being requested in the SOR. The SOR shall define the requirements for testing. The use of a Contractor's proprietary deployment methodology could provide cost and productivity efficiencies that the State may consider contingent upon the Contractor meeting the requirements outlined in this SOR. The Contractor may play a major role in the testing of the software and the system and may be fully responsible for all aspects of the testing and preparing all documents required for testing and testing coordination activity. The SOW must provide full detail on the testing methodology proposed based on the requirements of the SOR.

Testing may include some or all of the following testing categories according the needs of each SOR.

Remedies

If the Contractor is not able to make the corrections within the time allotted by the State, or the entire integrated System fails the acceptance test or if completed tuning leaves the State with longer than required response times, the State may declare the Contractor in default and, at its option: 1) terminate the Contract, in whole or in part, by providing written notice to the Contractor, without penalty or obligation to the State and deem the Contractor in default; 2) return the Contractor's product provided under the Contract and receive a refund of all amounts paid; 3) and pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until the Contractor completes the Contract to the satisfaction of the State.

System Acceptance

Upon completion of the warranty period, the State will issue a Letter of final system acceptance.

Failure of Test: Retesting

For each failure of acceptance tests, the State will notify the Contractor, in writing, in what respects the testing failed.

The Contractor shall notify the State no later than five (5) business days from the Contractor's receipt of written notice of the test failure, when the Contractor expects the corrections to be completed and ready for retesting by the State. The Contractor will have up to fifteen (15) business days to make corrections to the problem unless specifically extended in writing by the State.

If a Class A or B deficiency is identified, and the System becomes unusable in whole or in part, then the test period for that function or module may start over, at the sole discretion of the State. If a Deficiency occurs that the Contractor cannot resolve then the State will notify the Contractor in writing and give the Contractor a thirty (30) day cure period as outlined in the warranty section of the SOR to remedy the issue to the State's satisfaction per the requirements of the SOR. If the Contractor is unable to remedy the deficiency during the cure period, then the State may declare the Contractor in default and immediately pursue its remedies at law and in equity.

Damage

Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work.

Contractor will agree that any damage to the building(s), materials, equipment or other property during the performance of the service will be repaired at their expense.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Sub-Contractor, equipment or supplies. Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of 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 requesting State Agency may require Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Change of Ownership

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

Additional Requirements

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, 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 requesting State Agency.

The Contractor’s personnel shall be allowed only in areas where services are being performed.

Pricing Structure

Line Item	Functional Area	Job Title	Job Level	Hourly Rate Not to Exceed
U-0001	Application Architecture, Design and Development	Applications Systems Analyst	ASA1	\$79.48
U-0002	Application Architecture, Design and Development	Applications Systems Analyst	ASA2	\$86.05
U-0003	Application Architecture, Design and Development	Applications Systems Analyst	ASA3	\$94.13
U-0004	Application Architecture, Design and Development	Production Support Specialist	PSS1	\$81.18
U-0005	Application Architecture, Design and Development	Production Support Specialist	PSS2	\$87.87
U-0006	Application Architecture, Design and Development	Production Support Specialist	PSS3	\$96.09
U-0007	Application Architecture, Design and Development	Application Developer	AD1	\$85.09
U-0008	Application Architecture, Design and Development	Application Developer	AD2	\$96.99
U-0009	Application Architecture, Design and Development	Application Developer	AD3	\$107.07
U-0010	Application Architecture, Design and	Application Developer	AD4	\$117.34

Development				
U-0011	Application Architecture, Design and Development	Development Team Lead	DTL1	\$130.11
U-0012	Application Architecture, Design and Development	Application Technical Specialist	ATS1	\$93.00
U-0013	Application Architecture, Design and Development	Application Technical Specialist	ATS2	\$108.39
U-0014	Application Architecture, Design and Development	Application Technical Specialist	ATS3	\$120.14
U-0015	Application Architecture, Design and Development	Application Technical Specialist	ATS4	\$130.11
U-0016	Application Architecture, Design and Development	Applications Architect	AA1	\$141.32
U-0017	Application Architecture, Design and Development	Applications Architect	AA2	\$156.47
U-0018	Application Architecture, Design and Development	Mobile Specialist	MS1	\$128.69
U-0019	Application Architecture, Design and Development	Mobile Specialist	MS2	\$143.71
U-0020	Application Architecture, Design and Development	QA Tester	QAT1	\$74.13
U-0021	Application Architecture, Design and Development	QA Tester	QAT2	\$83.09
U-0022	Application Architecture, Design and Development	QA Tester	QAT3	\$91.85
U-0023	Application Architecture, Design and Development	QA Manager	QAM1	\$124.73
U-0024	Application Architecture, Design and Development	Tech Writer	TW1	\$81.17
U-0025	Application Architecture, Design and Development	Tech Writer	TW2	\$89.64
U-0026	Infrastructure	Computer Operator	CO1	\$49.62
U-0027	Infrastructure	Computer Operator	CO2	\$54.11
U-0028	Infrastructure	Lead Computer Operator	LCO1	\$80.22
U-0029	Infrastructure	Lead Computer Operator	LCO2	\$97.56
U-0030	Infrastructure	Help Desk Analyst	HDA1	\$63.02
U-0031	Infrastructure	Help Desk Analyst	HDA2	\$69.75
U-0032	Infrastructure	Lead Help Desk Analyst	LHDA1	\$90.83
U-0033	Infrastructure	Desktop Support Specialist	DSS1	\$57.03
U-0034	Infrastructure	Desktop Support Specialist	DSS2	\$62.48
U-0035	Infrastructure	Desktop Support Specialist	DSS3	\$68.35
U-0036	Infrastructure	LAN/WAN Administrator	LWA1	\$86.32
U-0037	Infrastructure	LAN/WAN Administrator	LWA2	\$95.48
U-0038	Infrastructure	Infrastructure Technical Specialist	ITS1	\$100.93
U-0039	Infrastructure	Infrastructure Technical Specialist	ITS2	\$116.22
U-0040	Infrastructure	Infrastructure Technical Specialist	ITS3	\$128.69
U-0041	Infrastructure	Infrastructure Technical Specialist	ITS4	\$143.71
U-0042	Infrastructure	System Administrator	SA1	\$81.02
U-0043	Infrastructure	System Administrator	SA2	\$90.36
U-0044	Infrastructure	System Administrator	SA3	\$100.53
U-0045	Infrastructure	Network Engineer	NE1	\$89.46
U-0046	Infrastructure	Network Engineer	NE2	\$99.31

U-0047	Infrastructure	Network Engineer	NE3	\$110.32
U-0048	Infrastructure	Network Architect	NAR1	\$110.40
U-0049	Infrastructure	Network Architect	NAR2	\$118.21
U-0050	Infrastructure	Telecom Engineer	TE1	\$86.78
U-0051	Infrastructure	Telecom Engineer	TE2	\$95.84
U-0052	Enterprise	Enterprise Architect	ET1	\$141.32
U-0053	Enterprise	Enterprise Architect	ET2	\$156.86
U-0054	Enterprise	ERP Analyst	EA1	\$84.69
U-0055	Enterprise	ERP Analyst	EA2	\$92.79
U-0056	Enterprise	ERP Analyst	EA3	\$101.63
U-0057	Enterprise	ERP Database Administrator	EDBA1	\$89.63
U-0058	Enterprise	ERP Database Administrator	EDBA2	\$100.07
U-0059	Enterprise	ERP Database Administrator	EDBA3	\$110.70
U-0060	Enterprise	ERP Developer	EED1	\$84.69
U-0061	Enterprise	ERP Developer	EED2	\$92.79
U-0062	Enterprise	ERP Developer	EED3	\$101.63
U-0063	Enterprise	ERP Project Manager	EP1	\$134.27
U-0064	Enterprise	ERP Project Manager	EP2	\$145.81
U-0065	Enterprise	SAP Architect	SPA1	\$113.84
U-0066	Enterprise	SAP Architect	SPA2	\$125.09
U-0067	Enterprise	SAP Analyst	SAA1	\$92.09
U-0068	Enterprise	SAP Analyst	SAA2	\$101.35
U-0069	Enterprise	SAP Developer	SAD1	\$131.35
U-0070	Enterprise	SAP Developer	SAD2	\$146.31
U-0071	Enterprise	SAP Developer	SAD3	\$163.93
U-0072	Enterprise	SAP Project Manager	SAPM1	\$136.47
U-0073	Enterprise	SAP Project Manager	SAPM2	\$150.53
U-0074	Data Management and Cloud Computing	Cloud Developer	CD1	\$92.34
U-0075	Data Management and Cloud Computing	Cloud Developer	CD2	\$103.76
U-0076	Data Management and Cloud Computing	Cloud Developer	CD3	\$114.75
U-0077	Data Management and Cloud Computing	Cloud Developer	CD4	\$125.76
U-0078	Data Management and Cloud Computing	Cloud Administrator	CAM1	\$85.14
U-0079	Data Management and Cloud Computing	Cloud Administrator	CAM2	\$94.89
U-0080	Data Management and Cloud Computing	Cloud Administrator	CAM3	\$105.46
U-0081	Data Management and Cloud Computing	Cloud Architect	CAR1	\$101.85
U-0082	Data Management and Cloud Computing	Cloud Architect	CAR2	\$111.63
U-0083	Data Management and Cloud Computing	Cloud Architect	CAR3	\$121.61
U-0084	Cybersecurity Information Assurance	IT Security Analyst	ISA1	\$91.24
U-0085	Cybersecurity Information Assurance	IT Security Analyst	ISA2	\$99.53
U-0086	Cybersecurity Information Assurance	IT Security Analyst	ISA3	\$109.61
U-0087	Cybersecurity Information Assurance	IT Security Engineer	ISE1	\$117.58
U-0088	Cybersecurity Information Assurance	IT Security Engineer	ISE2	\$126.96
U-0089	Cybersecurity Information Assurance	IT Security Engineer	ISE3	\$138.82
U-0090	Cybersecurity Information Assurance	IT Security Architect	ITSA1	\$128.10
U-0091	Cybersecurity Information Assurance	IT Security Architect	ITSA2	\$143.54
U-0092	Cybersecurity Information Assurance	IT Security Auditor	ITAU1	\$155.98
U-0093	Database Management	Database Administrator	DBA1	\$89.63

U-0094	Database Management	Database Administrator	DBA2	\$100.07
U-0095	Database Management	Database Administrator	DBA3	\$110.70
U-0096	Database Management	Database Architect	DA1	\$112.64
U-0097	Database Management	Database Architect	DA2	\$120.87
U-0098	Database Management	Data Warehousing Specialist	DWS1	\$108.54
U-0099	Database Management	Data Warehousing Specialist	DWS2	\$119.29
U-0100	Database Management	Data Warehousing Specialist	DWS3	\$126.79
U-0101	Project/Program Management/Administration	Business Analyst	BA1	\$84.93
U-0102	Project/Program Management/Administration	Business Analyst	BA2	\$93.82
U-0103	Project/Program Management/Administration	Business Analyst	BA3	\$103.38
U-0104	Project/Program Management/Administration	Project Manager	PM1	\$114.96
U-0105	Project/Program Management/Administration	Project Manager	PM2	\$127.38
U-0106	Project/Program Management/Administration	Project Manager	PM3	\$139.20
U-0107	Project/Program Management/Administration	Program Manager/Engagement Manager	PREM1	\$172.96
U-0108	Project/Program Management/Administration	Program Manager/Engagement Manager	PREM2	\$208.72
U-0109	Project/Program Management/Administration	IT Strategist	ITS1	\$151.67
U-0110	Project/Program Management/Administration	IT Strategist	ITS2	\$168.86
U-0111	Project/Program Management/Administration	Business Subject Matter Expert - Management	SMEM1	\$128.69
U-0112	Project/Program Management/Administration	Business Subject Matter Expert - Executive	SMEE2	\$143.71
U-0113	Project/Program Management/Administration	IT Trainer	ITT1	\$70.60
U-0114	Project/Program Management/Administration	IT Trainer	ITT2	\$78.38
U-0116	Web Design/Development/Maint	Web Developer	WD1	\$88.02
U-0117	Web Design/Development/Maint	Web Developer	WD2	\$97.61
U-0118	Web Design/Development/Maint	Graphic Designer	GD1	\$72.14
U-0119	Web Design/Development/Maint	Graphic Designer	GD2	\$79.32
U-0120	Geographic Information Systems	GIS Analyst	GISA1	\$169.56
U-0121	Geographic Information Systems	GIS Systems Specialist	GISS1	\$130.11
U-0122	Geographic Information Systems	GIS Systems Specialist	GISS2	\$134.80
U-0123	Geographic Information Systems	GIS Technician	GIST1	\$93.00
U-0124	Geographic Information Systems	GIS Technician	GIST2	\$108.39
U-0125	Geographic Information Systems	GIS Technician	GIST3	\$120.14
U-0126	Healthcare Systems and Support	Curam Business Analyst	CBA1	\$151.50
U-0127	Healthcare Systems and Support	Curam Business Analyst	CBA2	\$172.98
U-0128	Healthcare Systems and Support	Curam Programmer	CUP1	\$138.23
U-0129	Healthcare Systems and Support	Curam Programmer	CUP2	\$161.04
U-0130	Healthcare Systems and Support	Curam Architect	CAR1	\$182.52
U-0131	Healthcare Systems and Support	Curam Architect	CAR2	\$212.94
U-0132	Healthcare Systems and Support	HealthCare Programmer	HRP1	\$107.07
U-0133	Healthcare Systems and Support	HealthCare Programmer	HRP2	\$117.34
U-0134	Healthcare Systems and Support	Healthcare Technical Specialist	HRTS1	\$120.14
U-0135	Healthcare Systems and Support	Healthcare Technical Specialist	HRTS2	\$130.11
U-0136	Healthcare Systems and Support	Healthcare Systems Architect	HSA1	\$117.89
U-0137	Healthcare Systems and Support	Healthcare Systems Architect	HSA2	\$129.16

PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State Agencies may request the services of the Contractor under this Contract at any time and from time to

time. Requests for Services or Deliverables under the Contract must be submitted in the form of a SOR through Contractor's VMS solution. Contractor shall not start work on any SOR without a properly documented approval letter from the State of New Hampshire's Chief Information Officer (CIO). Contractor shall prepare a written proposal with pricing and transmit to the requesting entity within five (5) days of the request being submitted. A request for Services and Deliverables shall not constitute a binding order until a Purchase Order and SOW have been approved per the requirements of the Contract.

Pricing for hourly staff or project staffing will be effective for the term of the Statement of Work and any extensions thereof.

Contract number and Purchase Order numbers must be clearly shown on all acknowledgments, shipping labels, packing slips and invoices. Each State Agency will identify and utilize its own appropriate purchasing procedure and documentation. Contractor must become familiar with the State Agency's rules, policies, and procedures regarding the ordering of Services and Deliverables under the Contract. All communications concerning administration of orders placed will be furnished solely to the individual(s) identified in writing by the State Agency.

In cases where special licenses, accreditations or certifications are required by the State, Federal, or Local law or statute or regulation to perform services of specified job descriptions or Statement of Work (SOW), Contractor shall be required to provide copies of such license, accreditation or certification within five (5) business days upon award when requested by the State.

The State reserves the right to either seek additional discounts from Contractor or to contract separately for a single purchase, if in the judgment of the State, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

The State may request the services of Contractor under this Contract at any time. Requests for Services or Deliverables under the Contract must be submitted in the form of a SOR through Contractor's VMS. Contractor shall prepare a written proposal with pricing and transmit through the VMS. A Statement of Request shall not constitute a binding order until a Purchase Order (PO), or other payment mechanism acceptable to the requesting State Agency, and Statement of Work (SOW) have been approved per the requirements of this Contract. Purchase Orders (PO) or Custom Contracts funded with federal funds may have additional contractual requirements, certifications, or approvals that must be satisfied at the time the Purchase Order (PO) is placed or upon delivery. Any federal requirements or additional funding requirements shall be defined by the State in the Statement of Request (SOR) for incorporation in Purchase Orders (PO).

INVOICE

Itemized invoices shall be submitted to the individual agency at the address identified in the SOR.

Invoices must contain detailed information, including but not limited to:

- Agency and Location of Work
- Purchase Order Number
- Sub-Contractor's Name and Position
- Actual hours worked/billed
- Hourly rate billed (Hourly Based engagements)
- Project/Deliverable fee (Project Based engagements)
- Itemization of each Deliverable,
- Identification of the Deliverable for which payment is sought,
- The Acceptance date triggering such payment;
- Date of delivery and/or installation;

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

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

QUESTIONS:

Direct any questions to Ryan Aubert, 603-271-0580 or Ryan.Aubert@das.NH.Gov