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State of New Hampshire

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

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

April 16, 2015

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to enter into a contract with UWork.com, Inc. d/b/a Covendis, of Atlanta, GA, (Vendor No. 171180), in the amount not to exceed $1,000,000.00 for the provision of advanced temporary technical services from the date of Governor and Executive Council approval through December 31, 2017. This agreement may be extended for an additional two (2) year period under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State, with the approval of the Governor and Executive Council.

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

EXPLANATION

The purpose of this contract is to enable DoIT and other State agencies to procure information technology personnel resources with specific required technical skills to assist State staff with technology projects. The additional skilled resources shall enable DoIT and other agencies to accelerate the implementation of needed technologies that increase business efficiencies and reduce costs. Information technology personnel shall provide services under a DoIT approved Statement of Work for firm-fixed price deliverables based projects. Technical services shall include, but shall not be limited to, the provision of application development, web services, infrastructure support, data center services, and other information technology services as required by the State.

On October 30, 2014, the Bureau of Purchase and Property issued Request for Proposal (RFP) #1685-15 Advanced Temporary Technical Services with responses due on December 5, 2014. The proposals were evaluated on the vendors' applicable price quotations, in conjunction with a weighted measure for qualifications and references, 10 points for vendor viability, 25 points for company qualifications, 25 points for the vendors staff experience, and 40 points for the

vendors hourly rates based on 203 possible technical personnel positions. In order to provide sufficient resources to meet the needs of the agencies, the intent is to award contracts to the four (4) highest scoring vendors. For applicable information technology projects, a Scope of Work shall be forwarded to all four (4) contractors in the form of a Request for Quote (RFQ). By awarding four (4) contracts it shall allow for a more competitive environment during the RFQ process as we saw with the previous two contracted vendors. Projects will be assigned based on the lowest, not to exceed quote meeting specifications. A requisition will be entered into NH First for a Purchase Order to be issued by the Department of Administrative Services.

Attached are copies of the evaluation of the compliant proposals. The RFP was advertised on the Purchase & Property bids website. The evaluation team consisted of Brook Dupee (DHHS), Mikyung Hughes (DoIT), James Gosselin (DOS), Chris Simmers (DES), and Paul Rhodes (DAS).

Based on the foregoing, I am respectfully recommending approval of the contract with UWork.com, Inc. d/b/a Covendis.

Respectfully submitted,

Joseph B. Bouchard
Assistant Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Steven J. Kelleher
Acting Commissioner

March 16, 2015

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

Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to contract with Abacus Service Corporation, uWork.com, Inc. d/b/a Covendis, 22nd Century Technologies, Inc., and Voyager Systems, Inc. as described below and referenced as DoIT No. 2015-011.

> This approval covers four separate contracts which are the result of a single Administrative Services solicitation for temporary technical services. The contracts will provide the State with services that are not consistent with the State's skillset, expertise or availability. During the life of these contracts individual statements of work (tasks) will be completed with the help of DAS and DoIT Staff and individually approved by the DoIT directors. Proposals shall be received from each of the four vendors and the task will be awarded to the low cost, qualifying vendor. Each contract will be capped at $1,000,000. The contract period shall be from Governor and Executive Council approval through December 31, 2017.

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

Sincerely,

Steven J. Kelleher

SJK/dcp
RFP 2015-011

STATE OF NEW HAMPSHIRE
Bureau of Purchase and Property
Bid # 1685-15
DATE: 12/5/15 @ 1:30 PM

Advanced Temp. Tech. Services
Statewide Contract

Company	Score
Abacus	85.33
Covendis	84.00
22nd Century	80.98
Voyager	77.90
CNC	75.34
POD	73.66
System Soft	72.75
Elegant	72.37
Unique	69.79
IPCS	69.61
Ardent	68.88
The Comp Mercha	67.38
CLD	65.68
ACRO	65.04
CRH	64.85
STLOGICS	61.03
Bredy NW Mgmt	60.25
MSYS Inc	59.72
ONX	57.50

Subject: Advanced Temporary Technical Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name uWork.com, Inc. d/b/a Covendis		1.4 Contractor Address 200 Walker St. SW, Suite B Atlanta, GA 30313	
1.5 Contractor Phone Number 866-268-3634	1.6 Account Number	1.7 Completion Date December 31, 2017	1.8 Price Limitation $1,000,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Purchasing Agent		1.10 State Agency Telephone Number 603-315-3347	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Jennifer Buch – Account Associate	

1.13 Acknowledgement: State of Georgia, County of DeKalb

On 1 April 2015, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

L. Michelle Watkins

[Seal]

L MICHELLE WATKINS
NOTARY PUBLIC
Dekalb County
State of Georgia
My Comm. Expires March 12, 2016

April 1, 2015

1.13.2 Name and Title of Notary or Justice of the Peace

L. Michelle Watkins - Notary

1.14 State Agency Signature Joseph B. Bouchard	1.15 Name and Title of State Agency Signatory Joseph Bouchard, Asst Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Amanda C. Godlewski On: 4/29/15

1.18 Approval by the Governor and Executive Council

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

Contractor Initials JB
Date 4/1/15

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Contractor Initials JB
Date 4-1-15

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

Contractor Initials JB
Date 4-1-15

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

Contractor Initials JB
Date 4-1-15

EXHIBIT A

PURPOSE

uWork.com, Inc. d/b/a Covendis (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Advanced Temporary Technical Services for Department of Administrative Services in accordance with NH State Proposal Bid #1685-15 and described herein.

TERM

This contract shall commence upon the approval of Governor and Executive Council through December 31, 2017, a period of approximately three (3) years. This agreement may be extended for an additional two (2) year period under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State, with the approval of the Governor and Executive Council.

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

SCOPE OF WORK

The State may seeks to procure the following services under this Contract:

Project management services	Software and hardware recommendations
Business process analysis and improvement	Software enhancement support
Software design and development	Infrastructure support services
Testing of the software	Data center support services
Data conversion and migration	Desktop support services
Implementation services	Security assessment and analysis services
Integration services	Training and user support
Documentation	Other technology services as required by the State
Requirements development and validation	Other technology services as required by the State

MINIMUM BUSINESS

Contractor shall note that there is no minimum amount of business guaranteed in this Contract. The State shall use this contract as needs develop. This contract shall be considered non-exclusive.

Contractor Initials JB
Date 4-1-15

Contractor Staff

The State requires Contractor project staff hold the professional, qualifications listed in the chart below. The project staff must possess the technical skills as defined in the statement of work for the engagement. The following list of technical skills provides a representation of the types of personnel proficiencies that Contractors shall be required to provide upon request of the State. This is not an all-inclusive list of technical skill requirements and others may be added as technology changes throughout the term of the Contract.

Key Personnel	Minimum Qualifications
Senior System Development Specialist	5 – 7 years of experience with software development including, coding, project and test plan development, reporting, leadership and supervisory skills, problem analysis and resolution.
Junior System Development Specialist	2 – 3 years of experience with software development including, coding, testing, debugging and maintaining, reporting, & leadership skills.
Senior Technical Support Specialist	5 – 7 years of experience, leading technical teams to design and implement system solutions, diagnose and resolve problems, plan system utilizations, implement and maintain computer system hardware and software, conduct testing and system performance evaluations, and work with technology companies to resolve problems.
Junior Technical Support Specialist	2 - 3 years of experience implementing and maintaining computer system hardware and software, conduct testing and system performance evaluations, and works with technology companies to resolve problems.
Senior Information Technology Manager	5 – 7 years of experience supervising assigned staff in evaluating and planning current and long-range solutions, strategies, and policies relative to technology. Skilled in project management techniques and leadership. Experience implementing methodologies and strategies.
Junior Information Technology Manager	2 – 3 years of experience evaluating and planning current and long-range solutions, strategies, and policies relative to technology. Skilled in project management techniques and leadership. Experience implementing information technology methodologies and strategies.
Business System Analyst	2 – 3 years of experience evaluating business policies to ensure compatible automated business system functions and applications. Develops detailed business requirements and functional specifications.

CONTRACT STRUCTURE

The State shall procure services under this contract with the following steps. The hourly rates shall not exceed the rates established under this Contract, as listed in Exhibit B.:

1. Issue a FIRM-FIXED-PRICE (FFP) DELIVERABLES-BASED Statement of Work (SOW) (not time & materials) work describing short-term project to all the Contractors, detailing the work to be completed, the skill sets required ;
2. A Request For Quote (RFQ) containing the SOW shall be issued through the Bureau of Purchase & Property, by the Contract Manager, to all the Contractor(s) under the Master Contract for quotes;
3. The Contractor shall submit a quote offering a FFP solution by the due date referenced in each RFQ;

Contractor Initials JB
Date 4-1-15

4. The Contractor offering the lowest cost qualified solution shall be selected;
5. The agency shall enter a requisition into NH FIRST and attach the SOW and quote;
6. The State shall issue a purchase order to the selected Contractor; and
7. The Contractor shall perform the work upon receipt of the State purchase order and will be paid upon State acceptance of the deliverables.

The following Terms and Conditions cover the standards, procedures and requirements that the individual RFQ must comply with.

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
The Contract Documents consist of the documents listed below. In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement (Master Agreement)
- Request for Quotation and Purchase Order.
- RFP 1685-15 Advanced Temporary Technical Services dated November 26, 2014, with any addenda incorporated; then
- The Contractor RFQ Response.

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 quote, the Contractor shall assign and identify Project Staff, in accordance with the requirements and Deliverables of each RFQ.

The Contractor's selection of a Project Staff will be subject to the prior approval of the State. The State's approval process may include, at the State's discretion, Reviews of staff resume and qualifications, and interviews. The Contractor's Project Staff must be qualified to perform the obligations required of the position under the SOW.

The Contractor shall not change key Project Staff commitments without prior written approval of the State. Replacement 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 RFQ and any resulting Purchase Order.

Contractor Initials JD
Date 4-1-15

The State, at its sole expense, may conduct reference and background checks on the Contractor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Contractor's Project Staff as a result of such reference and background checks. The State also reserves the right to make changes to Contractor's Project Staff found unacceptable to the State.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Contractor's Project Staff.

6. Work Plan

Contractor shall submit a preliminary Work Plan in its quotation. 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. 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 8.: Deliverables.

Contractor Initials JB
Date 4-1-15

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.

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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 Appendix G-4, Section 8, and immediately pursue its remedies at law and in equity.

9. 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.

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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 RFQ.

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;
- On-site additional Services within four (4) business hours of a request;
- 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;

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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.

10. 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.

11. Project Workspace and Office Equipment
The State Agency will work with the Contractor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Contractor's staff. If a Contractor has specific requirements, they must be included in the Contractor's quote.

12. 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.

13. Access/Cooperation
As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with reasonable access to all program files, libraries, personal computer-based systems, Software packages, network systems, security systems, and hardware necessary to perform the Services.

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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.

14. State-Owned Documents and Data

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

15. 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 Contractors' 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 the Contractor 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, the Contractor 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 Agreement.

16. IT Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

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 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 access or attempt to access any information without having the express authority to do so.

That at no time shall 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.

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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 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 the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

That if the Contractor is found to be in violation of any of the above-stated rules, the Contractor may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

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. Non-Collusion

The Contractor's signature on a Quote submitted in response to this RFQ guarantees that the prices, terms and conditions, and Services quoted have been established without collusion with other Contractors and without effort to preclude the State from obtaining the best possible competitive quote.

23. Validity of Quote

Quotes must be valid for one hundred and eighty (180) days following the deadline established in the RFQ.

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24. Property of the State
All material received in response to the RFQ 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.

25. Public Disclosure
Subject to applicable law or regulations, the content of each Contractor's Quote shall become public information upon the Effective Date of any resulting Contract.

DEFINITIONS

The following general contracting definitions apply except as specifically noted elsewhere in this document. Additional terms may be added as they apply to individual tasks.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Contractor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Agreement	A Contract duly executed and legally binding.
Certification	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or proces0s once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contractor	The selected company, responsible for performing the services of this Contract.
Cure Period	The thirty (30) day period following written notification of a default within which a Contractor must cure the default identified.

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Custom Code	Code developed by the Contractor specifically for this Project for the State of New Hampshire
Custom Software	Software developed by the Contractor specifically for this Project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the Contract Term
Deficiencies/Defects	A failure, Deficiency or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment

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	on the basis of the Contractor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Contractor to begin work on the Contract on a given date and time
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFQ and Contract and the activities of the parties related hereto.
Project Staff	State personnel assigned to work with the Contractor on the project
Quote	The submission from a Contractor in response to the Request for Quote, which includes the statement of work (SOW).
Review	The process of Reviewing Deliverables for Acceptance
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (**5**) business days.
RFQ (Request for Quotation)	A Request For Quotation issued to Contractors after the award of this RFP.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and

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	other Project events and activities under the Contract
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.
Software	All custom Software provided by the Contractor under the Contract
Software Deliverables	Software and Enhancements
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFQ, the quote, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Dept. of Administrative Service 25 Capital Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Contractor. The SOW defines the results that the Contractor remains responsible and accountable for achieving.
State Data	Any information contained within State systems in electronic or paper format.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test

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	scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through the latest end of Contract
UAT	User Acceptance Test
Unit Test	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Contractor/Contractor	The contracted individual, firm, or company that will perform the duties and Specifications of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Work Hours	Contractor personnel shall work Normal Business Hours between 8:00 am and 5:00 pm EST, eight (8) hour days, Monday – Friday, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon Agreement with the State Project Manager. However, the State requires an unpaid lunch break of *at least* thirty (30) minutes be taken after five (5) consecutive hours of work.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Contractor either in paper or electronic format.

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Testing and Acceptance

All testing and Acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data, and System preparation for testing, and execution of unit testing, System integration testing, conversion/migration testing, installation testing, performance and stress testing, Security Review and testing, and support of the State during User Acceptance Testing (UAT).

a. Software - Testing and Acceptance

The State requires that an integrated and coherent approach to complete System testing, Security Review and Testing, Deficiency correction, and Acceptance Testing be provided.

The use of a Contractor's proprietary deployment methodology could provide cost and productivity efficiencies that the State may consider. This is contingent upon the Contractor meeting the requirements outlined in this RFQ. The Contractor will play a major role in the testing of the Software and the System and will be fully responsible for all aspects of the testing and preparing all documents required for testing and testing coordination activity.

All testing and Acceptance addressed herein shall apply to testing the System as a whole and its discrete parts (e.g., Software modules, functions, elements, and deployments).

In its quote, the Contractor must include its proposed Test Plan and testing methodology and any scheduling assumptions used regarding the State resource efforts during testing. After Contract award, the Contractor may be required to customize its proposed test plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate test plan and set of test materials will be prepared for each deployment (which will cover functions or modules to be tested in that deployment). During each stage of testing, the Contractor shall ensure that the Work Plan and test plan fully outline, at a minimum, the State's and Contractor's activities, roles, timelines, and dependencies.

In addition, the Contractor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor will also provide training as necessary to the State staff responsible for test activities.

b. Time Period for Testing

Prior to the User Acceptance Testing (UAT) start, the State may provide support to the Contractor to test the System. However, the Contractor will be responsible for performing testing prior to involving State resources to ensure efficient use of State time and effort. User Acceptance Testing (UAT) will commence after the Contractor, in partnership with the State Project Manager, provides Certification that: the UAT environment (servers, all applications, and data) has been properly configured for testing; State users to be involved in the testing have been

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properly prepared to perform their duties as testers; and pre-requisite testing has been executed successfully as outlined in the test plan and test scripts/scenarios.

The Contractor will be responsible for defining adequate timeframes for State and Contractor staff to properly test the Software and the System. The functionality will have widespread impact on the State and will need to be tested thoroughly from a functional and process perspective.

It is crucial that State testing activities (and any training activities required as pre-requisites to testing) not be abbreviated in order to meet Project Implementation Schedules. The Contractor cannot "over allocate" State staff beyond their availability; see Appendix A for detailed State resource breakout. The State requires that the testing activities be represented in both terms of resource effort (how many resources would be required and how many days per week) and duration (the overall timeframe for each testing period).

Contractors are required to explain how the State resource testing efforts outlined above are consistent with the Work Plan and the parameters of Appendix A.

c. Contractor Testing Responsibilities

The following represent the Contractor's testing responsibilities for the Project:

- The Contractor will be responsible for the full suite of test planning, preparation and execution (other than UAT) throughout the Project .

- Coordinate all testing activity, including User Acceptance Testing (UAT), bug tracking, and resolution coordination.

- Provide the State with a test plan Deliverable that includes identification, preparation, and Documentation of testing roles (State and Contractor), planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, unit/integration tests, expected results, and a bug tracking and a process flow that outlines how the tracking will be used and how test environment change management will be handled. A separate test plan and associated testing materials will be provided for each deployment. The Test Plan must be kept up-to-date with the timeframes outlined in the Contractor's Work Plan.

- Prepare an appropriate number of test scripts to adequately test all requirements that may be used by the State during defined testing timeframes as outlined in the test plan and the Work Plan.

- Perform regression testing on components to verify that modifications have not caused adverse effects, to reduce State employee re-testing time, and to ensure that the Software and the System meet the specified requirements.

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- The Contractor will be responsible for defining criteria in the test plan, which define when regression testing will occur and what steps it will take to ensure that modifications do not indirectly impact other areas of previously approved functionality.

- Prepare all Software development, configuration, and testing environments.

- Provide support for the State in setting up the production environment.

- Provide the State with a testing environment independent from the Contractor's development environment.

- Provide testing support for the State during UAT, which includes: helping users with process flow clarifications, logging and monitoring issues, reporting on testing status, and analysis.

- Correct Deficiencies in the Software and the System throughout all testing efforts until the end of the Warranty Period,
  - Perform unit, integration, and associated performance tests prior to full-scale State resource Acceptance Testing. This includes testing of all interfaces and conversions. The Contractor will be required to perform the following related to Performance:

  1) Provide sub-second response time on all transactions at the server level;
  2) Provide efficient and optimized interfaces that will at a minimum, run within existing operational interface window timeframes;
  3) Provide a reporting environment that will not impact transactional or nightly processing to an extent that operational windows cannot be maintained; and
  4) Provide efficient design for load balancing and communications on Custom Code modules and configured components. The design must ensure that excessive and unnecessary communications traffic will not be produced that could impair the performance of the State's server and/or network environment.

- The Contractor's Project Manager will provide written Certification that the Contractor has adequately tested the System prior to State staff performing User Acceptance Testing.

State Testing Responsibilities

The following represents the State's testing responsibilities for the Project :

a. Review the Contractor's test plan. The State may choose to accept or not accept this Plan based upon agreed upon Acceptance criteria for this Deliverable.

b. Ensure that the Hardware and operating software required for development and testing are installed per the Original Equipment Manufacturer (OEM) Specifications. The State will work with the Contractor to Review and finalize these Specifications.

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c. Provide coordination and Review support for the Contractor for testing activity prior to and during User Acceptance Testing.

d. Review and follow an Acceptance/non-Acceptance process on the results of the Contractor's regression, and integration tests.

e. Extract necessary test Data from the State's legacy systems for the Contractor.

f. Review and follow an Acceptance/non-Acceptance process on the design and Specifications of the Interfaces and Conversions created by the Contractor.

g. Provide support for the Contractor for development, integration, and associated performance testing.

h. Provide User Acceptance Testing resources that will execute test scripts for modules provided by the Contractor and/or additional scripts developed by the State.

i. Follow an Acceptance/non-Acceptance process to accept or reject UAT testing results.

Test Planning and Preparation

The Test Plan will guide all testing. The Contractor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

Since it is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules, the State requires that the testing activities be represented in both terms of effort and duration. The Contractor must disclose in their Quote the scheduling assumptions they have used in regards to the client resource efforts required during testing.

State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State will commence its testing within five (5) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Project Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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Testing

Testing begins upon completion of the Software configuration, and user training as required according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State. Test process may be modified according to the Statement of Work

Contractor must demonstrate that their testing methodology can be integrated with the State standard methodology. Testing may include some or all of the following testing categories according the needs of each RFQ

Unit Testing	Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.
System Integration Testing	a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment. b.) Emphasizes end-to-end business processes, and the flow of information across applications It includes all key business processes and interfaces' being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents. c.) The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Contractor supplied Software Solution.
Conversion /Migration Validation Testing	The Conversion/Migration Validation Testing should replicate the entire flow of the converted Data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy Data performs correctly.
Installation Testing	Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.
User Acceptance Testing	The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined

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(UAT)	Acceptance criteria that support the successful execution of approved business processes. a.) The Contractor's Project Manager must certify in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff. b.) The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Contractor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities c.) UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan. d.) Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Section 6.11.1: *Warranty Period.*
Performance Tuning and Stress Testing	Contractor shall develop and document hardware and software configuration and tuning of the software infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project **Performance Tuning and Stress Testing** **<u>Scope</u>** The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved. The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made. Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used

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or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

Contractor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

Test types

Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests

Baseline Tests: Baseline tests shall collect performance Data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

Load Tests: Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests help to verify the ability of the application environment under different load conditions based on work load distribution. System response time and utilization is measured and recorded.

Tuning

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code

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more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

Implementing Performance and Stress Test

Performance and Stress test Tools must be provided by the Contractor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the Contractor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

Scheduling Performance and Stress Testing

Contractor shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Contractor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and Data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be Reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or Data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't

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	impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment. Post-test reporting and result assessment will be Scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact. If Defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue. When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input. During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans. During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.
Regression Testing	As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements. a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

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	b.) 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 five (5) business days to make corrections to the problem unless specifically extended in writing by the State. c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Contractor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives: 8. validate that the change/update has been properly incorporated into the program; and 9. validate that there has been no unintended change to the other portions of the program. d.) The Contractor will be expected to: 1. Create a set of test conditions, test cases, and test Data that will validate that the change has been incorporated correctly; 2. Create a set of test conditions, test cases, and test Data that will validate that the unchanged portions of the program still operate correctly; and 3. Manage the entire cyclic process. e.) The Contractor will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting. In designing and conducting such regression testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Contractor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations. In their quotes Contractors must acknowledge their responsibilities for regression testing as described in this section.
Security Review and Testing	IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation. All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and software and its

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related Data assets.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of Data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered State of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

In their quote, the Contractors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include 3rd party Penetration Tests (pen test) or code analysis and Review.

Prior to the System being moved into production, the Contractor shall provide results of all security testing to the Department of Information Technology for Review and Acceptance. All Software and hardware shall be free of malicious code (malware).

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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 of New Hampshire 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 this RFQ to remedy the issue to the State's satisfaction per the requirements of the RFQ. 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.

Damage

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

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B. The 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.

Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions
The Contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Confidentiality & Criminal Record
If Applicable, by the using agency, the Contractor and their employees and Sub-Contractors will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done.

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EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide advanced temporary technical services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of $1,000,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as December 31, 2017.

PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State shall request quotations by providing a SOW describing the services required and the applicable technical qualifications. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote. All rates below are for on-site work. Any off-site work shall be defined in the SOW/RFQ and lower rates may be quoted accordingly.

Hourly Rates	**$**	**$**	**$**	**$**	**$**	**$**	**$**
Technology Proficiencies	**SR System Dev Specialist**	**JR System Dev Specialist**	**SR Tech Support Specialist**	**JR Tech Support Specialist**	**SR Information Technology Manager**	**JR Information Technology Manager**	**Business Systems Analyst**
Oracle Databases	$75.00	$56.25	$40.00	$36.25			
Microsoft Direct Access	$61.25	$43.75	$40.00	$26.25			
Microsoft .NET	$81.25	$56.25			$81.25	$56.25	
Microsoft Active Directory			$41.25	$27.50		$48.75	
Microsoft Exchange 2010 Enterprise			$43.75	$27.50		$56.25	
Microsoft Share Point	$87.50	$62.50	$43.75	$27.50	$87.50	$62.50	$68.75
Microsoft UAG 2010 or higher	$87.50	$62.50	$43.75	$27.50	$87.50	$62.50	$67.75
Microsoft Access	$75.00	$50.00	$40.00	$26.25	$75.00	$50.00	$56.25
C# .NET	$87.50	$62.50			$87.50	$62.50	
VB .NET	$81.25	$56.25			$81.25	$56.25	
Microsoft Visual Studio 2008 or higher	$61.25	$43.75			$61.25	$43.70	
Microsoft Office 2010			$40.00	$26.25	$50.00	$43.75	
Microsoft SQL Database	$62.50	$48.75	$40.00	$26.25			
Microsoft Team Foundation Server 2008 or higher	$75.00	$50.00	$40.00	$28.75	$75.00	$50.00	$56.25

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VBA for Microsoft Access 2003 and higher	$75.00	$50.00	$40.00	$28.75	$75.00	$50.00	
Microsoft VBScript	$62.50	$43.75			$62.50	$43.75	
Microsoft Windows 7			$37.50	$26.25		$43.75	
Microsoft Windows Server	$62.50	$47.50	$37.50	$26.25		$48.75	$48.75
Cisco hardware (ASR/ASA/ACS)			$37.50	$26.25			
Cisco Software			$37.50	$26.25			
Rich Internet Applications (RIA)	$62.50	$48.75			$62.50	$48.75	
Web Applications	$81.25	$56.25			$81.25	$56.25	
JavaScript	$87.50	$62.50			$87.50	$62.50	
XML	$87.50	$62.50	$40.00	$28.75	$87.50	$62.50	
Secure Socket Layer	$81.25	$56.25	$40.00	$31.25	$81.25	$56.25	
VPN Web application firewall			$43.75	$28.75			
Open Shortest Path First (OSPF)			$40.00	$28.75			
Multi-protocol Label Switching (MPLS)			$43.75	$28.75			
Network Access Control (NAC)			$43.75	$28.75			
Cyber Security Assessments, reviews, and analysis			$43.75		$53.75		
IP Telephony			$37.50	$26.25			
Unified Communications Management Suite			$37.50	$26.25			
Communications Infrastructure			$37.50	$26.25			
Videoconferencing			$37.50	$26.25	$56.25	$37.50	
Voice over IP (VoIP)			$37.50	$26.25	$56.25	$37.50	
Fiber Network Design			$37.50	$26.25	$56.25	$37.50	
American Dynamics			$40.00	$28.75			
Single Sign-On Gateway Solution	$81.25	$56.25	$40.00	$28.75	$81.25	$56.25	
Storage Area Network (SAN)			$41.25	$28.75		$50.00	
VMware			$56.25	$50.00		$50.00	
Java	$87.50	$62.50			$87.50	$62.50	
COBOL	$75.00	$50.00			$75.00	$50.00	
Unix/Linux			$40.00	$27.50			
Citrix			$40.00	$27.50			

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Adobe LifeCycle	$81.25	$56.25	$40.00	$28.75	$81.25	$56.25	$50.00
Lotus Notes Approach			$46.25	$28.75		$56.25	
Lotus Notes DB to SharePoint conversion	$87.50	$62.50	$46.25	$28.75	$87.50	$62.50	$67.75
Business Process Redesign/Re-Engineering	$87.50	$62.50	$46.25	$28.75	$87.50	$62.50	$68.75
Project Management					$87.50	$68.75	$60.00
Application Security	$81.25		$46.25		$81.25		
Blackberry Enterprise & Express 5.0.3			$46.25	$28.75		$62.50	
MS BizTalk			$46.25	$28.75		$62.50	

INVOICE

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

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

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

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EXHIBIT C

SPECIAL PROVISIONS

There are no special provisions of this contract.

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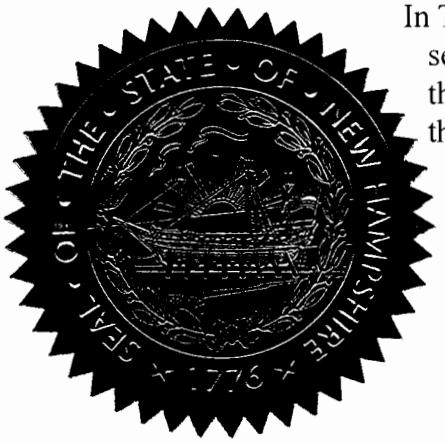
Date 4-1-15

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 UWORK.COM, Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 4, 2015. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of March, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Raymond Tsao, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of uWork.com, Inc. dba Covendis.
(The Corporation)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 04/01/2015.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of Advanced Temporary Technical services.

RESOLVED: That the Account Associate
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 04/01/2015.
(Date Contract Signed)

4. Jennifer Buch (is/are) the duly elected Account Associate
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

(Signature of the Clerk of the Corporation)

STATE OF Georgia
County of Fulton

The foregoing instrument was acknowledged before me this 1st day of April, 2015, by Tenitra Adams.
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

Notary Public / Justice of the Peace

Commission Expires: 10/19/18

TENITRA ADAMS
MY COMMISSION EXPIRES
OCT. 19 2018
FULTON CO., GEORGIA
NOTARY PUBLIC

COVEN-1 OP ID: LJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/04/2015

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

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

PRODUCER
Snellings Walters Agency, Inc.
1117 Perimeter Ctr West W-101
Atlanta, GA 30338
Mike D. Iverson

CONTACT NAME: Casey McLees
PHONE (A/C, No, Ext): 678-580-4913 FAX (A/C, No): 770-399-9880
E-MAIL ADDRESS: cmclees@snellingswalters.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Covendis Technologies, Inc.
Raymond Tsao
200 Walker St SW, Unit B
Atlanta, GA 30313

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Hired&Nonowned GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			ZBA-9669412-01	08/27/2014	08/27/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 50,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			ZBA-9669412-01	08/27/2014	08/27/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 5000			UHA-9670106-00	08/27/2014	08/27/2015	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W2A9670069	08/27/2014	08/27/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional			LHA 9669426 02	08/27/2014	08/27/2015	Per Claim Aggregate	10,000,000 10,000,000

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

Attn: Paul Rhodes or his successor

CERTIFICATE HOLDER

STATEO-

State of NH, Dept of Admin Svc
Bureau of Purchase & Property
State House Annex RM 102
25 Capitol St
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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