

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

Date: 10/14/15

NOTICE OF CONTRACT
(Updated)

COMMODITY: Advanced Temporary Technical Services (CATTS)

CONTRACT NO.: 8001789

NIGP: 920-0000

VENDOR: uWork.com, Inc. d/b/a Covendis **VENDOR # :** 171180
 200 Walker St. SW,
 Suite B
 Atlanta, GA 30313

CONTACT PERSON(S): Joyce M. Carpenter
Tel. No.: 866-535-4191
E-Mail: joycec@covendis.com

EFFECTIVE FROM: May 27, 2015 **Through:** December 31, 2017

TERMS: Net 30

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;
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.

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.

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

a. Software Deliverables Review

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

b. Non-Software Deliverables Review

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

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

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

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

c. Written Deliverables Review

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

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

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

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

If the Contractor is unable to remedy the Deficiency during the Cure Period, then the State may declare the Contractor in default, pursuant to 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.

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;

- 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.

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.

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 RFO 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 RFO.

24. Property of the State

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

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.

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/RFO 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	\$43.75	
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
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			
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.

QUESTIONS: Direct any questions to Paul Rhodes, 603-271-3350 or paul.rhodes@NH.Gov