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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

Denis Goulet
Commissioner

April 2, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) to exercise a contract renewal option with Systems & Communications Sciences, Inc. (S&CSI) (Vendor Code 155338), Londonderry, NH 03053, (PO 1009737) by increasing the price limitation by $7,703,679.00 from $13,055,622.00 to $20,759,301.00, and extending the completion date from June 30, 2021 to June 30, 2024, to continue to operate and maintain all DoIT IBM mainframe computers, related program products and third party operating software effective upon Governor and Executive Council approval through June 30, 2024. The Governor and Executive Council approved the original contract on June 15, 2016 Item # 34 and amended with Governor and Council approval on September 13, 2017, Item # 39.

Source of Funds: 100% Other Funds. The Agency Class 027 used for this service is as follows: DHHS 56% General Funds and 44% Federal Funds, NHES 100% Federal Funds, DAS 100% General Funds.

Funds are anticipated to be available in SFY 2022, SFY 2023, and SFY 2024 upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME-AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	Activity Code	SFY 22	SFY 23	SFY 24	Total
01-03-03-030010-76950000- General OIT Services for DHHS 046-500465 IT Consultant Non Benefit	03950250	$2,555,893	$2,555,893	$2,555,893	$7,667,679.00
01-03-03-030010-76270000- General OIT Services for NHES 046-500465 IT Consultant Non Benefit	03270071	$10,000	$10,000	$10,000	$30,000.00
01-03-03-030010-76140000- General OIT Services DAS Statewide 046-500465 IT Consultant Non Benefit	03140061	$2,000	$2,000	$2,000	$6,000
Total		$2,567,893	$2,567,893	$2,567,893	$7,703,679

EXPLANATION

This amendment is for three years of additional operation and maintenance of all DoIT IBM mainframe computers, related program products and third party operating software. The contract with S&CSI provides statewide IBM mainframe technical support including support for the Department of Health and Human Services daily operations of the New HEIGHTs application, its supporting Databases and Infrastructure, which is the gateway to all state benefits to NH citizens. The State of New Hampshire also relies on this vendor to support Hardware, Data Center Process Improvements and Process Automation for other agencies including the Department of Administrative Services, and New Hampshire Employment Security on an "as needed" basis.

This contract is the result of a competitive solicitation under RFP 2016-006 Statewide IBM Mainframe Technical Support Services issued on January 8, 2016. S&CSI has provided data center management, system administration, technical architecture consulting, programming, project management, and training services to the State. S&CSI has a wide range of experience and has been instrumental in developing and maintaining many of the processes used by State agencies. Replacing the quality and experience provided by the S&CSI staff, especially with our old legacy systems, would be difficult and very costly.

The Department of Information Technology respectfully requests approval of this request.

Respectfully submitted,

Denis Goulet
Commissioner

DG/ik
2016-006B
RID # 58609

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DOIT MAINFRAME SUPPORT
DOIT CONTRACT 2016-006
CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2016-006, on June 15, 2016, Item # 34 (herein after referred to as the "Agreement"), and as amended on September 13, 2017, Item #39, Systems & Communications Sciences, Inc. (hereinafter referred to as "Vendor" or "S&CSI") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to extend the contract for an additional three-year term for continued IBM Mainframe Technical Support Services;

WHEREAS, the Vendor agrees to provide IBM Mainframe Technical Support Services for an additional three-year term;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $7,703,679.00 to bring the total contract price to $20,759,301.00;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Agreement (P-37) by extending the Completion Date from June 30, 2021 to June 30, 2024.

2. Amend Section 1.8 of the Agreement (P-37) by increasing the Price Limitation by $7,703,679.00 from $13,055,622.00 to $20,759,301.00.

3. The Agreement is further amended as described in Table 1:

Table 1

Contract # 2016-006 **Exhibit B**	**AMENDED TEXT**
Section Number 1.1 **Not to Exceed**	Delete Section 1.1 Not to Exceed and replace with section 1.1 Not to Exceed as defined below: 1.1 Not to Exceed This is a Not to Exceed (NTE) with a maximum contract value of the price indicated in Block 1.8 of Part 1 for the period between the Effective Date and the date indicated in Block 1.7 of Part 1. S&CSI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow S&CSI to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below. Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DOIT MAINFRAME SUPPORT
DOIT CONTRACT 2016-006
CONTRACT AMENDMENT B

Contract # 2016-006 Exhibit B	AMENDED TEXT
Section Number 1.2 Baseline Services	Delete Table B-1.1 Baseline Services Deliverables and replace with Table B-1.1 Baseline Services Deliverables below.

Table B-1.1 Baseline Services Deliverables

	FUNCTIONAL REQUIREMENTS FOR CONSULTANT TEAM	STATE REQ'MT STATUS	DUE	COST
1.	Support all IBM z/VM, z/OS, and Linux related program product and third party operating software, including ensuring that release levels are kept current within 12 months of the vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M	As Needed or Upon Request	Included
2.	In parallel, provide technical support for the existing IBM z/VM, z/VSE and Linux environments on an "as requested" basis.	M	As Needed or Upon Request	Included
3.	Implement preferred guest, guest consolidations, and new guests as requested.	M	As Needed or Upon Request	Included
4.	Support all z/OS related program product and third party operating software, including ensuring that release levels are kept current within 12 months of the vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M	As Needed or Upon Request	Included
5.	In parallel provide alternative and preferred recommendation for configuration of connection of Wide Area TCP/IP Network to the production mainframes (z/VM, z/OS & zLinux) systems.	M	As Needed or Upon Request	Included
6.	Implement TCP/IP software changes to device addresses, to tie the converted network to mainframe (z/VM, z/OS & zLinux) systems.	M	As Needed or Upon Request	Included
7.	Systems programming (install, test, implement, and fix operating software, program products, and tools).	M	As Needed or Upon Request	Included
8.	Support of IBM Operating System	M	As Needed	Included

			vendor software tools.		or Upon Request	
		9.	Provide project management services of all system/software upgrades on an "as needed" basis.	M	As Needed or Upon Request	Included
		10.	Provide support and configuration of security profiles on all mainframe operating systems including encryption/decryption.	M	As Needed or Upon Request	Included
		11.	Support all DB2 database products including IBM FastCopy and Recovery Expert, and DB2 Tools.	M	As Needed or Upon Request	Included
		12.	Maintain automated backup and recovery (database & systems).	M	As Needed or Upon Request	Included
		13.	Technical support of all hardware installations, including Mainframes, printers, tape drives, DASD units, etc.	M	As Needed or Upon Request	Included
		14.	Develop and maintain the ability to transfer files and data between the mainframe and other platforms.	M	As Needed or Upon Request	Included
		15.	Participation in problem/change management.	P	As Needed or Upon Request	Included
		16.	Create and maintain technical systems documentation (e.g., hardware configuration, channel configuration, TCP/IP network configuration, software inventories, file transfer processes, etc.) at time of change.	M	As Needed or Upon Request	Included
		17.	Create and maintain operations documentation (e.g., system start-up and shut-down procedures, CICS start-up and shut-down procedures, tape drive swaps, queue management, recovery procedures, etc.)	M	As Needed or Upon Request	Included
		18.	Develop and deliver comprehensive training for technical and computer operations staff as required for new and existing mainframe products. Approximately six (6) per year based on changes made.	M	As Needed or Upon Request	Included
		19.	Maintain availability of each separate production operating system environment and its related software at 99.9% or better during scheduled hours of operation, that is, maximum of eight (8) hours operating system outage per year excluding scheduled facility	M	As Needed or Upon Request	Included

			maintenance and major hardware upgrades.			
		20.	Respond to Production trouble calls, based on the following criteria: A. During the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday, excluding state holidays, response within five (5) minutes. B. Outside business hours, response within 15 minutes by telephone with qualified person. If trouble cannot be resolved remotely, response on-site within two (2) hours of original notification.	M	As Needed or Upon Request	Included
		21.	Completion of other planned projects or initiatives identified during the timeframe of this contract, as requested and defined through the project management Work Request process. A statement of work and deliverables must be agreed upon for projects over $3000 in cost or over 20 hours in estimated time.	M	As Needed or Upon Request	Included
		22.	Provide a biweekly written technical status report and chair a biweekly status meeting.	M	As Needed or Upon Request	Included
		23.	Assist the State in the configuration and operational support of Network servers that interface with the mainframe environment using the following operating systems: a. Windows b. LINUX c. HP UNIX	P	As Needed or Upon Request	Included
		24.	Support and configuration Web Servers using 3270 emulation.	M	As Needed or Upon Request	Included
		25.	Support and configuration of network devices including TCP/IP-to-SNA gateway servers.	M	As Needed or Upon Request	Included
		26.	Support and configuration of integrated IBM Mainframe and network server storage facilities.	M	As Needed or Upon Request	Included
		27.	Support and configuration of Mainframe printer and output	M	As Needed or Upon	Included

			distribution facilities, including those that require PC-based device control and output storage for simplified retrieval and management purposes.		Request	
		28.	Support and configuration of wide area (WAN) and local area (LAN) data transfer facilities for transportation of application data to and from the integrated, multi-system data center environment. This includes all TCP/IP (e.g. FTP, SFTP, CyberFusion, Move-It, SMTP, and TN3270) facilities.	M	As Needed or Upon Request	Included
		29.	Support and configuration of FTP facilities used to move data to and from State external business partners.	M	As Needed or Upon Request	Included
		30.	Network configuration, management, and consulting services associated with mainframe systems data access and systems integration.	M	As Needed or Upon Request	Included
		31.	Support and consulting services associated with data center consolidation.	M	As Needed or Upon Request	Included
		32.	Provide performance statistics and data regarding mainframe performance and capacity as requested.	M	As Needed or Upon Request	Included
		33.	Client/Server and Web-enabled access support and consulting services when interfacing with the mainframe for multiple mainframe data center environment.	P	As Needed or Upon Request	Included
		34.	Employ project management disciplines to improve the effectiveness and the value added to TSG (Technical Services Group) services and operational processes.	M	As Needed or Upon Request	Included
		35.	Develop and support (REXX) procedures to reformat/edit reports intended for printers so that they will display properly.	P	As Needed or Upon Request	Included
		36.	Interact with State external business partners when necessary defining the process and the procedure of file transfers, including technology upgrades, etc.	M	As Needed or Upon Request	Included
		37.	Training of state application and end user personnel when needed. Approximately four (4) sessions	M	As Needed or Upon Request	Included

		per year based on changes made.			
	38.	Design, develop, and maintain procedures to create Adobe Acrobat files from report listings originating from a z/VM, z/OS or Linux mainframe system.	M	As Needed or Upon Request	Included
	39.	Development of a Technical Design Documents with interfaces, hardware and software, and Internet requirements defined.	M	As Needed or Upon Request	Included
	40.	Development of detailed security procedures, including online, Web and application security, backup procedures, and disaster recovery procedures using State standards.	M	As Needed or Upon Request	Included
	41.	Documentation of detailed technical platform and connectivity requirements must be provided including identification, configuration, and installation of all connectivity for all peripheral devices required and disk space allocations.	M	As Needed or Upon Request	Included
	42.	Design, develop, and maintain (Visual Basic) procedures for FTP and File manipulation.	M	As Needed or Upon Request	Included
	43.	Perform DB2 database subsystem cloning on scheduled and ad-hoc basis.	M	As Needed or Upon Request	Included
	44.	Mainframe Technical Services for the Department of Safety	M	As Needed or Upon Request	Included
	45.	Annual Total for Baseline Services SFY 17			$2,191,858
	46.	Annual Total for Baseline Services SFY 18			$2,389,630
	47.	Annual Total for Baseline Services SFY 19			$2,255,554
	48.	Annual Total for Baseline Services SFY 20			$2,285,484
	49.	Annual Total for Baseline Services SFY 21			$2,300,505
		Subtotal for Initial Term			$11,423,031
	50.	**Annual Total for Baseline Services SFY 22**			**$2,366,505**
	51.	**Annual Total for Baseline Services SFY 23**			**$2,366,505**

Initial all pages
Vendor Initials
Date 3/11/21

		52.	Annual Total for Baseline Services SFY 24			$2,366,505
			Total			$18,522,546.

Contract # 2016-006 Exhibit B	AMENDED TEXT
Section Number 1.3 Baseline Services Breakdown by Cost, Position, Rate, Hours and Year	Insert Table B-1.1F – Proposed Position – Extended Contract Term Vendor Rates Worksheet SFY 2022, Table B-1.1G – Proposed Position – Extended Contract Term Vendor Rates Worksheet SFY 2023 and Table B-1.1H – Proposed Position – Extended Contract Term Vendor Rates Worksheet SFY 2024 as defined below.

Table B-1.1F – Proposed Position – Extended Contract Term Vendor Rates Worksheet SFY 2022.

IT Services Position Title	Number of Personnel	Number of Hours	Rate	Total
Engagement Manager	0.5	928	$ 155	$ 143,840
DB2 LUW Programmer	2	3627	$ 157	$ 569,439
z/VM Systems Programmer	0.5	903	$ 134	$ 121,002
Linux/zOS/Scheduling Programmer	2.65	3602	$ 136	$ 489,872
Linux Systems Programmer	2.25	4196	$ 135	$ 566,460
Network Systems Programmer	0.1	192	$ 136	$ 26,112
Senior Project Manager	1.25	2476	$ 155	$ 383,780
Computer Operator	1	2000	$ 33	$ 66,000
	10.25	17924		$2,366,505
Blended Rate = Total Hours/Total Cost			**$ 132.03**	

Table B-1.1G – Proposed Position – Extended Contract Term Vendor Rates Worksheet SFY 2023.

IT Services Position Title	Number of Personnel	Number of Hours	Rate	Total
Engagement Manager	0.5	928	$ 155	$ 143,840
DB2 LUW Programmer	2	3627	$ 157	$ 569,439
z/VM Systems Programmer	0.5	903	$ 134	$ 121,002
Linux/zOS/Scheduling Programmer	2.65	3602	$ 136	$ 489,872
Linux Systems Programmer	2.25	4196	$ 135	$ 566,460
Network Systems Programmer	0.1	192	$ 136	$ 26,112
Senior Project Manager	1.25	2476	$ 155	$ 383,780
Computer Operator	1	2000	$ 33	$ 66,000
	10.25	17924		$2,366,505
Blended Rate = Total Hours/Total Cost			**$ 132.03**	

Table B-1.1H – Proposed Position – Extended Contract Term Vendor Rates Worksheet SFY 2024.

IT Services Position Title	Number of Personnel	Number of Hours	Rate	Total
Engagement Manager	0.5	928	$ 155	$ 143,840
DB2 LUW Programmer	2	3627	$ 157	$ 569,439
z/VM Systems Programmer	0.5	903	$ 134	$ 121,002
Linux/zOS/Scheduling Programmer	2.65	3602	$ 136	$ 489,872
Linux Systems Programmer	2.25	4196	$ 135	$ 566,460
Network Systems Programmer	0.1	192	$ 136	$ 26,112
Senior Project Manager	1.25	2476	$ 155	$ 383,780
Computer Operator	1	2000	$ 33	$ 66,000
	10.25	17924		$2,366,505
Blended Rate = Total Hours/Total Cost			**$ 132.03**	

Contract # 2016-006 Exhibit B	AMENDED TEXT
Section Number 1.3 On Call Support Retainer	Insert Table B-2.2 On Call Support Retainer for extended termas defined below. Table B-2.2 On Call Support Retainer - Extended Contract Term SFY 22 – SFY 24

IT SERVICES – ACTIVITES/ DELIVERABLES	SFY 22	SFY 23	SFY 24	TOTAL
Total Annual on call support retainer price	$ 31,320	$ 31,320	$ 31,320	$ 93,960

Contract # 2016-006 Exhibit B	AMENDED TEXT
Section Number 1.4 Special Projects Support	Insert Table B-3.2 – After Hours Support and Weekend Support for extended term as defined below. Table B-3.2 – After Hours Support and Weekend Support - Extended Contract Term SFY 22 – SFY 24

IT SERVICES – ACTIVITES/ DELIVERABLES	SFY 22	SFY 23	SFY 24	TOTAL
After Hours / Weekend Services	$ 70,068	$ 70,068	$ 70,068	$ 210,204

Contract # 2016-006 Exhibit B	AMENDED TEXT
Section Number 1.5	Insert Table B-4.2 – Special Projects Support for extended term

Special Projects Support	Table B-4.2 – Special Projects Support - Extended Contract Term SFY 22 – SFY 24				
	IT SERVICES – ACTIVITES/ DELIVERABLES	SFY 22	SFY 23	SFY 24	TOTAL
	Special Projects Support	$ 100,000	$ 100,000	$ 100,000	$ 300,000

Contract # 2016-006 Exhibit B	AMENDED TEXT				
Summary Table	Insert Table B-5.2 – Summary Table for extended term Table B-5.2 – Summary Table - Extended Contract Term SFY 22 – SFY 24				
	IT SERVICES – ACTIVITES/ DELIVERABLES	SFY 22	SFY 23	SFY 24	TOTAL
	Total baseline	$2,366,505	$2,366,505	$2,366,505	$7,099,515
	Total annual on call support	$ 31,320	$ 31,320	$ 31,320	$ 93,960
	Total after hours & weekend support	$ 70,068	$ 70,068	$ 70,068	$ 210,204
	Total special projects	$ 100,000	$ 100,000	$ 100,000	$ 300,000
	Total Not-to-exceed	$2,567,893	$2,567,893	$2,567,893	$7,703,679

Table 2 CONTRACT HISTORY 2016-006 –DOIT MAINFRAME SUPPORT

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2016-006	Original Contract	June 15, 2016 Item # 34	June 30, 2021	$12,905,622.00
2016-006 Amendment A	1st Amendment	September 13, 2017 Item # 39	June 30, 2021	$150,000.00
2016-006 Amendment B	2nd Amendment	TBD	June 30, 2024	$7,703,679.00
	CONTRACT TOTAL			$20,759,301.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DOIT MAINFRAME SUPPORT
DOIT CONTRACT 2016-006
CONTRACT AMENDMENT B

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Paul Pepin, President
Systems & Communications Services, Inc.

Date: 3/11/21

State of New Hampshire

Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

Date: 3/17/2021

Approved by the Attorney General (Form, Substance and Execution)

/s/ Stacie M. Moeser
State of New Hampshire, Department of Justice

Date: March 20, 2021

State of New Hampshire

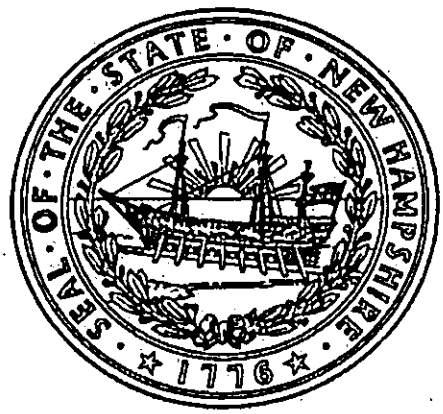
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SYSTEMS & COMMUNICATIONS SCIENCES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 01, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **18953**

Certificate Number: **0005274202**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of March A.D. 2021.

William M. Gardner
Secretary of State

Corporate Resolution

I, Amy R. Pepin, hereby certify that I am duly elected Secretary of Systems & Communications Sciences, Inc. I hereby certify the following is a true copy of a vote taken at a Systems & Communications Sciences, Inc. meeting of the Board of Directors/shareholders, duly called and held on March 11, 2021, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Paul S. Pepin, President is duly authorized to enter a contract on behalf of Systems & Communications Sciences, Inc., with the Department of Information Technology, State of New Hampshire and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the 11th day of March, 2021. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation and that the corporation as the general partner has full authority to bind the limited partnership to the specific contract indicated. This authority **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 3/11/21 **ATTEST:** Amy R. Pepin, SEC.
(Name & Title)

SYSTEMS & COMMUNICATIONS SCIENCES, INC. INCORPORATED 1980 NEW HAMPSHIRE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2021

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

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

PRODUCER
Eaton & Berube Insurance Agency, LLC
11 Concord Street
Nashua NH 03064

CONTACT NAME: Jessica Archambault
PHONE (A/C, No, Ext): 6036897243 FAX (A/C, No): 603-886-4230
E-MAIL ADDRESS: JArchambault@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hanover Insurance Companies	22292
INSURER B : Lloyds of London	15792
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SYSCO
Systems & Communications Sciences, Inc.
28 Hemlock Street
Londonderry NH 03053

COVERAGES CERTIFICATE NUMBER: 1786130038 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		OBV8931951	12/6/2020	12/6/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AWV8932193	12/6/2020	12/6/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			OBV8931951	12/6/2020	12/6/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WHV8932214	12/6/2020	12/6/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Professional Liability Claims Made Form			W2255A190201	3/10/2020	3/10/2021	Limit Deductible	1,000,000 2,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NH Workers Comp - Officers Excluded - -Paul Pepin
The contract number is 2016-006.

CERTIFICATE HOLDER

State of New Hampshire
Dept of Information Technology
ATTN: Chief Information Officer
27 Hazen Road
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
Marc R Berube

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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

Denis Goulet
Commissioner

August 24, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) to enter into a **retroactive** contract amendment with Systems & Communications Sciences, Inc. (S&CSI) (Vendor Code 155338), Londonderry, NH 03053, (PO 1009737) in an amount not to exceed $150,000.00, increasing the current contract amount from $12,905,622.00 to $13,055,622.00, to operate and maintain the Department of Safety's IBM mainframe computers, related program products and third party operating software effective July 1, 2017 through June 30, 2021 upon Governor and Executive Council approval. The Governor and Executive Council approved the original contract on June 15, 2016 Item # 34.

Funding is available in the following account for State Fiscal Year (SFY) 2018. This contract is funded with **100% Other Funds. The Agency Class 027 used by the Department of Safety to reimburse DoIT for this service is 100% Agency Income – Cost of Collections.**

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS –OBJECT –ACCOUNT DESC	JOB #	Amount
2018	01-03-03-030010-76230000 DoIT- IT for DOS 046-500465 Consultants	03230147	$150,000.00
	TOTAL		$150,000.00

EXPLANATION

The contract with S&CSI provides statewide IBM mainframe technical support including support for the Department of Health and Human Services daily operations of the New HEIGHTs application, its supporting Databases and Infrastructure, which is the gateway to all state benefits to NH citizens. The State of New Hampshire also relies on this vendor to support Hardware, Data Center Process Improvements and Process Automation for other agencies including the Department of Administrative Services, Department of Safety, and New Hampshire Employment Security on an "as needed" basis.

This amendment is a request for continued support from S&CSI for the Department of Safety mainframe system. At the time of the last agreement with the vendor, the Department of Safety had planned to replace the mainframe system with other technologies and no funding was requested to support DOS for FY18 and beyond; however, the replacement system implementations have been delayed and support for FY 2018 is needed. Due to the specialized and expensive expertise required to administer these systems, the State does not employ adequate numbers of staff with the specialized knowledge required to perform these tasks.

The Department of Information Technology respectfully requests approval of this request.

Respectfully submitted,

Denis Goulet
Commissioner

DG/kaf
2016-006A
A&E RID 20528

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

Denis Goulet
Commissioner

August 10, 2017

Wendy Pouliot
Operations Division Director
Department of Information Technology
State of New Hampshire
27 Hazen Drive
Concord, NH 03301

Dear Director Pouliot,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved a request from the DoIT Operations Division to enter into a **retroactive** contract amendment with Systems & Communications Sciences, Inc. (S&CSI) of Hollis, NH, as described below and referenced as DoIT No. 2016-006A.

> The requested action authorizes the Department of Information Technology to enter into a contract amendment with S&CSI to provide IBM Mainframe Technical Support for the Department of Safety. S&CSI will be responsible for all aspects of on-site technical support, including but not limited to support of all IBM z/OS, z/VM, z/VSE and related program products and third party operating software.
>
> The funding amount for this amendment is $150,000.00, increasing the current contract from $12,905,622.00 to $13,055,622.00. The contract amendment shall become effective retroactive from July 1, 2017 and will remain in effect through June 30, 2021 upon Governor and the Executive Council approval.

A copy of this letter will accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2016-006A
RID# 20528

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DOIT MAINFRAME SUPPORT
DOIT CONTRACT 2016-006
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2016-006, on June 15, 2016, Item # 34 (herein after referred to as the "Agreement"), Systems & Communications Sciences, Inc. (hereinafter referred to as "Vendor" or "S&CSI") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to provide additional funding to obtain IBM Mainframe Technical Support Services for the Department of Safety;

WHEREAS, The Vendor agrees to provide IBM Mainframe Technical Support Services for the Department of Safety.

WHEREAS, the Department and the Vendor wish to increase the Contract price by $150,000.00 to bring the total contract price to $13,055,622.00;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (P-37) by increasing the Price Limitation by $150,000.00 from $12,905,622.00 to $13,055,622.00.

2. The Agreement is further amended as described in Table 1:

Table 1

<table>
<tr><th>Contract # 2016-006 Exhibit A</th><th>AMENDED TEXT</th></tr>
<tr><td>Section Number 2 Deliverables, Milestones, and Activities Schedule</td><td>Table A-1.1 – Baseline Services Deliverables

Add to the end of the table
<table>
<tr><th></th><th>FUNCTIONAL REQUIREMENTS FOR CONSULTANT TEAM</th><th>STATE REQ'MT STATUS</th><th>DUE</th></tr>
<tr><td>44.</td><td>Mainframe Technical Services for the Department of Safety.</td><td>M</td><td>As Needed or Upon Request</td></tr>
</table></td></tr>
<tr><td></td><td></td></tr>
</table>

Initial all pages
Vendor Initials
Date 7/26/17

Contract # 2016-006 Exhibit B	AMENDED TEXT
Section Number 1.2 Baseline Services	Table B-1.1 – Baseline Services Deliverables Delete Table B-1.1 and replace with table below.

	FUNCTIONAL REQUIREMENTS FOR CONSULTANT TEAM	STATE REQ'MT STATUS	DUE	COST
1.	Support all IBM z/VM, z/OS, and Linux related program product and third party operating software, including ensuring that release levels are kept current within 12 months of the vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M	As Needed or Upon Request	Included
2.	In parallel, provide technical support for the existing IBM z/VM, z/VSE and Linux environments on an "as requested" basis.	M	As Needed or Upon Request	Included
3.	Implement preferred guest, guest consolidations, and new guests as requested.	M	As Needed or Upon Request	Included
4.	Support all z/OS related program product and third party operating software, including ensuring that release levels are kept current within 12 months of the vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M	As Needed or Upon Request	Included
5.	In parallel provide alternative and preferred recommendation for configuration of connection of Wide Area TCP/IP Network to the production mainframes (z/VM, z/OS & zLinux) systems.	M	As Needed or Upon Request	Included
6.	Implement TCP/IP software changes to device addresses, to tie the converted network to mainframe (z/VM, z/OS & zLinux) systems.	M	As Needed or Upon Request	Included

7.	Systems programming (install, test, implement, and fix operating software, program products, and tools).	M	As Needed or Upon Request	Included
8.	Support of IBM Operating System vendor software tools.	M	As Needed or Upon Request	Included
9.	Provide project management services of all system/software upgrades on an "as needed" basis.	M	As Needed or Upon Request	Included
10.	Provide support and configuration of security profiles on all mainframe operating systems including encryption/decryption.	M	As Needed or Upon Request	Included
11.	Support all DB2 database products including IBM FastCopy and Recovery Expert, and DB2 Tools.	M	As Needed or Upon Request	Included
12.	Maintain automated backup and recovery (database & systems).	M	As Needed or Upon Request	Included
13.	Technical support of all hardware installations, including Mainframes, printers, tape drives, DASD units, etc.	M	As Needed or Upon Request	Included
14.	Develop and maintain the ability to transfer files and data between the mainframe and other platforms.	M	As Needed or Upon Request	Included
15.	Participation in problem/change management.	P	As Needed or Upon Request	Included
16.	Create and maintain technical systems documentation (e.g., hardware configuration, channel configuration, TCP/IP network configuration, software inventories, file transfer processes, etc.) at time of change.	M	As Needed or Upon Request	Included
17.	Create and maintain operations documentation (e.g., system start-up and shut-down procedures, CICS start-up and shut-down procedures, tape drive swaps, queue management, recovery procedures, etc.)	M	As Needed or Upon Request	Included
18.	Develop and deliver	M	As Needed	Included

			comprehensive training for technical and computer operations staff as required for new and existing mainframe products. Approximately six (6) per year based on changes made.		or Upon Request		
		19.	Maintain availability of each separate production operating system environment and its related software at 99.9% or better during scheduled hours of operation, that is, maximum of eight (8) hours operating system outage per year excluding scheduled facility maintenance and major hardware upgrades.	M	As Needed or Upon Request	Included	
		20.	Respond to Production trouble calls, based on the following criteria: A. During the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday, excluding state holidays, response within five (5) minutes. B. Outside business hours, response within 15 minutes by telephone with qualified person. If trouble cannot be resolved remotely, response on-site within two (2) hours of original notification.	M	As Needed or Upon Request	Included	
		21.	Completion of other planned projects or initiatives identified during the timeframe of this contract, as requested and defined through the project management Work Request process. A statement of work and deliverables must be agreed upon for projects over $3000 in cost or over 20 hours in estimated time.	M	As Needed or Upon Request	Included	
		22.	Provide a biweekly written technical status report and chair a biweekly status	M	As Needed or Upon Request	Included	

		meeting.			
23.	Assist the State in the configuration and operational support of Network servers that interface with the mainframe environment using the following operating systems: a. Windows b. LINUX c. HP UNIX	P	As Needed or Upon Request	Included
24.	Support and configuration Web Servers using 3270 emulation.	M	As Needed or Upon Request	Included
25.	Support and configuration of network devices including TCP/IP-to-SNA gateway servers.	M	As Needed or Upon Request	Included
26.	Support and configuration of integrated IBM Mainframe and network server storage facilities.	M	As Needed or Upon Request	Included
27.	Support and configuration of Mainframe printer and output distribution facilities, including those that require PC-based device control and output storage for simplified retrieval and management purposes.	M	As Needed or Upon Request	Included
28.	Support and configuration of wide area (WAN) and local area (LAN) data transfer facilities for transportation of application data to and from the integrated, multi-system data center environment. This includes all TCP/IP (e.g. FTP, SFTP, CyberFusion, Move-It, SMTP, and TN3270) facilities.	M	As Needed or Upon Request	Included
29.	Support and configuration of FTP facilities used to move data to and from State external business partners.	M	As Needed or Upon Request	Included
30.	Network configuration, management, and consulting services associated with mainframe systems data access and systems integration.	M	As Needed or Upon Request	Included
31.	Support and consulting services associated with data	M	As Needed or Upon	Included

		center consolidation.		Request	
	32.	Provide performance statistics and data regarding mainframe performance and capacity as requested.	M	As Needed or Upon Request	Included
	33.	Client/Server and Web-enabled access support and consulting services when interfacing with the mainframe for multiple mainframe data center environment.	P	As Needed or Upon Request	Included
	34.	Employ project management disciplines to improve the effectiveness and the value added to TSG (Technical Services Group) services and operational processes.	M	As Needed or Upon Request	Included
	35.	Develop and support (REXX) procedures to reformat/edit reports intended for printers so that they will display properly.	P	As Needed or Upon Request	Included
	36.	Interact with State external business partners when necessary defining the process and the procedure of file transfers, including technology upgrades, etc.	M	As Needed or Upon Request	Included
	37.	Training of state application and end user personnel when needed. Approximately four (4) sessions per year based on changes made.	M	As Needed or Upon Request	Included
	38.	Design, develop, and maintain procedures to create Adobe Acrobat files from report listings originating from a z/VM, z/OS or Linux mainframe system.	M	As Needed or Upon Request	Included
	39.	Development of a Technical Design Documents with interfaces, hardware and software, and Internet requirements defined.	M	As Needed or Upon Request	Included
	40.	Development of detailed security procedures, including online, Web and application security, backup procedures, and disaster recovery procedures using State standards.	M	As Needed or Upon Request	Included
	41.	Documentation of detailed technical platform and	M	As Needed or Upon	Included

		connectivity requirements must be provided including identification, configuration, and installation of all connectivity for all peripheral devices required and disk space allocations.		Request	
	42.	Design, develop, and maintain (Visual Basic) procedures for FTP and File manipulation.	M	As Needed or Upon Request	Included
	43.	Perform DB2 database subsystem cloning on scheduled and ad-hoc basis.	M	As Needed or Upon Request	Included
	44.	Mainframe Technical Services for the Department of Safety	M	As Needed or Upon Request	Included
		Annual Total for Baseline Services SFY 17			$2,191,858
		Annual Total for Baseline Services SFY 18			$2,389,630
		Annual Total for Baseline Services SFY 19			$2,255,554
		Annual Total for Baseline Services SFY 20			$2,285,484
		Annual Total for Baseline Services SFY 21			$2,300,505
		Total			**$11,423,031**

Contract #2016-006 Exhibit B	AMENDED TEXT
Section Number 1.3 Baseline Services Breakdown by Cost, Position, Rate, Hours and Year	Table B-1.1B – Proposed Position – Initial Contract Term Vendor Rates Worksheet SFY 2018 Delete Table B-1.1B and replace with table below

IT Services Position Title	Number of Personnel	Number of Hours	Rate	Total
Engagement Manager	0.5	928	$ 149	$ 138,272
DB2 Systems Programmer	2	3627	$ 154	$ 558,558
z/VM Systems Programmer	0.5	903	$ 132	$ 119,196
z/OS Systems Programmer	2.65	3602	$ 132	$ 475,464
Linux Systems Programmer	2.25	4196	$ 132	$ 553,872
Network Systems Programmer	0.1	192	$ 132	$ 25,344
Senior Project Manager	1.25	2476	$ 149	$ 368,924
Senior VM/VSE Systems Programmer	1	1000	$ 150	$ 150,000
Total	9.25	15924		$2,389,630
Blended Rate = Total Hours/Total Cost			**$ 141.25**	

Contract #2016-006 Exhibit B	AMENDED TEXT
Section Number 1.5 Special Projects Support	Table B-5 – Summary Table Delete Table B-5 and replace with table below

IT SERVICES – ACTIVITES/ DELIVERABLES	SFY 17	SFY 18	SFY 19	SFY 20	SFY 21	TOTAL
Total baseline	$2,191,858	$2,389,630	$2,255,554	$2,285,484	$2,300,505	$11,423,031
Total annual on call support	$ 31,320	$ 31,320	$ 31,320	$ 31,320	$ 31,320	$ 156,600
Total after hours & weekend support	$ 66,755	$ 68,210	$ 68,695	$ 69,607	$ 70,068	$ $343,335
Total special projects	$ 220,224	$ 225,024	$ 226,624	$ 229,632	$ 231,152	$ 1,132,656
Total Not-to-exceed	$2,510,157	$2,714,184	$2,582,193	$2,616,043	$2,633,045	$13,055,622

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DOIT MAINFRAME SUPPORT
DOIT CONTRACT 2016-006
CONTRACT AMENDMENT A

Table 2 CONTRACT HISTORY 2016-006 –DOIT MAINFRAME SUPPORT

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2016-006	Original Contract	June 15, 2016 Item # 34	June 30, 2021	$12,905,622.00
2016-006 Amendment A	1st Amendment	TBD	June 30, 2021	$150,000.00
	CONTRACT TOTAL			$13,055,622.00

Initial all pages
Vendor Initials
Date 7/24/17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DOIT MAINFRAME SUPPORT
DOIT CONTRACT 2016-006
CONTRACT AMENDMENT A

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Paul S Pepin

Date: 7/26/17

Paul Pepin, President
Systems & Communications Services, Inc.

Corporate Signature Notarized:
STATE OF New Hampshire

COUNTY OF Merrimack

On this the 26 day of July, 2017, before me, Paul Pepin, the undersigned Officer _____, personally appeared and acknowledged her/himself to be the President, of Systems & Communications Services, Inc. a corporation, and that she/he, as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Paul Pepin.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

KATHLEEN T. TRAYNOR
Notary Public - New Hampshire
My Commission Expires October 1, 2019

Kathleen T. Traynor

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

State of New Hampshire

Date: 8/10/2017

Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

Approved by the Attorney General (Form, Substance and Execution)

Date: 8/11/17

State of New Hampshire, Department of Justice

Initial all pages
Vendor Initials
Date 7/26/17

Certificate of Authority # 1 *(Corporation of LLC- Non-specific, open-ended)*

Corporate Resolution

I, James W. Tyree, **hereby certify** that I am duly elected Clerk/Secretary of Systems & Communications Sciences, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 26, 2017 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Paul S. Pepin, President (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Systems & Communications Sciences, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: July 26, 2017

SYSTEMS & COMMUNICATIONS SCIENCES INC. INCORPORATED 1980 NEW HAMPSHIRE

_____, VP / Secretary
(Name and Title)

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 SYSTEMS & COMMUNICATIONS SCIENCES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 01, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 18953

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of July A.D. 2017.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/26/2017

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
Eaton & Berube Insurance Agency, LLC
11 Concord St
Nashua NH 03064

CONTACT NAME: Gail Douglas
PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230
E-MAIL ADDRESS: gdouglas@eatonberube.com

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

INSURED
SYSCO
Systems & Communications Sciences, Inc.
28 Hemlock Street
Londonderry NH 03053

COVERAGES CERTIFICATE NUMBER: 952217984 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	Y		OBV8931951	12/6/2016	12/6/2017	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$4,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			AWV8932193	12/6/2016	12/6/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			OBV8931951	12/6/2016	12/6/2017	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDV8932214	12/6/2016	12/6/2017	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
B	Professional Liability Claims Made Form			H717109417	3/10/2017	3/10/2018	Limit Deductible	1,000,000 2,000

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

NH Workers Comp - Officers Excluded - -Paul Pepin and James Tyree

CERTIFICATE HOLDER

State of New Hampshire
Dept of Information Technology
ATTN: Chief Information Officer
27 Hazen Road
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

Marc R Berube

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JUN03'16 PM12:21

TB
34

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

Denis Goulet
Commissioner

May 12, 2016

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

REQUESTED ACTION

Authorize the Department of Information Technology(DoIT) to enter into a contract with Systems & Communications Sciences, Inc. (S&CSI), (Vendor Code 155638) of Londonderry, NH, in an amount not to exceed $12,905,622.00 to operate and maintain all DoIT IBM mainframe computers, related program products and third party operating software effective July 1, 2016 through June 30, 2021. This agreement may be extended up to June 30, 2024 at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, with the approval of the Governor and Executive Council. The total term of the contract, including all extension, shall not exceed eight years. **100% Other (Agency Class 27 Funds: the agency Class 27 used to reimburse DoIT for this contract is estimated to be 52.1% General and 47.9% Other).**

Funds are available in SFY 2017 and are anticipated to be available in SFY 2018 through SFY 2021 based upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

State Fiscal Year	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE –OBJ (ACCOUNT) DESC	Job #	Amount
2017	01-03-03-030010-77030000- Shared IT Services 046-500465 Technical Support Contract	03030176	$2,400,000.00
	01-03-03-030010-76950000 – IT Consultants 046-500465 DHHS IT Consultant	03950195	$110,157.00
2018	01-03-03-030010-77030000- Shared IT Services 046-500465 Technical Support Contract	03030176	$2,564,184.00
2019	01-03-03-030010-77030000- Shared IT Services 046-500465 Technical Support Contract	03030176	$2,582,193.00
2020	01-03-03-030010-77030000- Shared IT Services 046-500465 Technical Support Contract	03030176	$2,616,043.00
2021	01-03-03-030010-77030000- Shared IT Services 046-500465 Technical Support Contract	03030176	$2,633,045.00
	Grand Total		$12,905,622.00

EXPLANATION

This contract is the result of a competitive solicitation under RFP 2016-006 Statewide IBM Mainframe Technical Support Services issued on January 8, 2016. There was one proposal received from the RFP by the closing date of February 25, 2016. S&CSI was the only vendor to respond and it accepted the proposal. S&CSI has provided data center management, system administration, technical architecture consulting, programming, project management, and training services to the State, and S&CSI has served the State's DoIT data center in Concord, New Hampshire for the last 18 years, and is very familiar with the State's legacy systems.

The State has chosen to outsource the maintenance of the State's IBM mainframe environment due to the specialized and expensive expertise required to administer these systems. The State does not employ adequate numbers of staff with the specialized knowledge required to perform these tasks. Outsourcing also provides us with flexibility to bring in new skill sets as required. This contract will allow us to continue to provide a high level of information technology services to our customers.

S&CSI has a wide range of experience and has been instrumental in developing and maintaining many of the processes used by State agencies. Replacing the quality and experience provided by the S&CSI staff, especially with our old legacy systems, would be difficult and very costly. S&CSI staff members have extensive experience installing, maintaining, and configuring z/OS with a wide variety of IBM and 3rd party layered products to achieve the State's business applications goal. S&CSI staff members have extensive knowledge with performance monitoring and tuning using the latest tools available to maintain a well-functioning system.

S&CSI will also continue to provide technical support and assistance to the applications development staff as requested using its resources, track record, experience, and knowledge required for future planning to support the State of New Hampshire's DoIT centers in the best possible manner.

The Department of Health and Human Services relies on this vendor to support the daily operations of the New HEIGHTs application, its supporting Databases and Infrastructure, which is the gateway to all state benefits to NH citizens. The State of New Hampshire also relies on this vendor to support Hardware, Data Center Process Improvements and Process Automation for other agencies including the Department of Administrative Services, Department of Safety, and New Hampshire Employment Security on an "as needed" basis.

The Department of Information Technology respectfully requests approval of this request.

Respectfully submitted,

Denis Goulet
Commissioner

DG/mh
2016-006
A&E RID 18642

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Systems and Communications Sciences, Inc.		1.4 Contractor Address 28 Hemlock Street Londonderry, NH 03053	
1.5 Contractor Phone Number 603 965-3094	1.6 Account Number 010-003-7703-046-0465 Job # 03030176	1.7 Completion Date June 30, 2021	1.8 Price Limitation $12,905,622
1.9 Contracting Officer for State Agency Wendy Pouliot		1.10 State Agency Telephone Number 603 223-5746	
1.11 Contractor Signature Paul Pepin		1.12 Name and Title of Contractor Signatory PAUL PEPIN, President	

1.13 Acknowledgement: State of New Hampshire County of Merrimack

On 5/9/16, 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

[Seal] Cheryl Soules

1.13.2 Name and Title of Notary or Justice of the Peace

Cheryl Soules Notary Public Commission Expires 10/5/16

1.14 State Agency Signature Date: 5/19/2016	1.15 Name and Title of State Agency Signatory Denis Goulet Commissioner & CIO

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) *(if applicable)*

By: Jeanne M. Gargiulo On: 5/31/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 5/9/16

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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
Date 5/9/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DOIT MAINFRAME SUPPORT
DOIT CONTRACT 2016-006
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by S&CSI 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
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Authorized Persons	S&CSI's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable S&CSI to perform the services required.
Certification	S&CSI's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that S&CSI has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
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 S&CSI, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and

	acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and S&CSI who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
Contractor	S&CSI and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted S&CSI must cure the default identified.
Custom Code	Code developed by S&CSI specifically for this project for the State of New Hampshire
Custom Software	Software developed by S&CSI 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 S&CSI during the Contract Term
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
DBA	Database Administrator
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 S&CSI 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.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing."
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of S&CSI'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
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
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.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by S&CSI as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Information	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
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 S&CSI to begin

	work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
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
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted S&CSI's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by S&CSI to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and S&CSI's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with S&CSI on the Project
Proposal	The submission from a S&CSI in response to the Request for a Proposal or Statement of Work
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational

	Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
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.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data S&CSI believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of S&CSI. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and S&CSI that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Service	The work or labor to be performed by S&CSI on the Project as described in the Contract.
S&CSI	S&CSI and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Software	All custom Software and COTS Software maintained by S&CSI under the Contract
Software-as-a-Service (SaaS)	The capability provided to the State to use S&CSI's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The

	State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by S&CSI in response to this RFP.
Specifications	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, 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 Department of Information Technology 27 Hazen Drive Concord, NH 03249 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 S&CSI. The Contract Agreement SOW defines the results that S&CSI remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, S&CSI's hardware or exists in any system owned, maintained or otherwise controlled by the State or by S&CSI.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st

	through June 30th of the following calendar year
State Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, S&CSI, which is performing Services under this Contract under a separate Contract with or on behalf of S&CSI
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a S&CSI, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
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 scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when S&CSI is supporting System changes.
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.
User Management	Supports the administration of computer, application and network accounts within an organization
S&CSI/ Contracted S&CSI	S&CSI whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system,

	application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Work Hours	S&CSI 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 agreement with the State Project Manager.
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 S&CSI either in paper or electronic format.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
DOIT MAINFRAME SUPPORT
DOIT CONTRACT 2016-006
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Information Technology ("State"), and Systems & Communication Sciences, Inc., a New Hampshire Corporation, ("S&CSI") having its principal place of business at 28 Hemlock Street, Londonderry, NH 03053.

S&CSI will provide Statewide IBM Mainframe Technical Support. S&CSI will be responsible for all aspects of the project, including, but not limited to support of all IBM z/VM, z/OS, Linux on System Z operating system environments and related program products and third party software. Also included is ensuring that system software release levels are kept current within 12 months of the latest version/release level, unless otherwise authorized in writing, maintaining current customizations based on need and underlying product support.

RECITALS

Whereas the State desires to have S&CSI provide mainframe technical services, and associated Services for the State;

Whereas S&CSI wishes to provide mainframe technical services.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement 2016-006 is comprised of the following documents:

A. Part 1 - Form P-37 General Provision
B. Part 2 - Information Technology Provisions
C. Part 3 - Exhibits
   - Exhibit A- Contract Deliverables
   - Exhibit B- Price and Payment Schedule
   - Exhibit C- Special Provisions
   - Exhibit D- Administrative Services
   - Exhibit E- Implementation Services
   - Exhibit F- Testing Services
   - Exhibit G- Maintenance and Support Services
   - Exhibit H- Requirements
   - Exhibit I- Work Plan
   - Exhibit J- Software Agreement
   - Exhibit K- Warranty

Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- S&CSI Proposal, by reference
Exhibit O- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

a. State of New Hampshire, DOIT Contract Agreement 2016-006, including Parts 1, 2, and 3.
b. State of New Hampshire, DOIT RFP 2016-006.
c. S&CSI Proposal Response to RFP 2016-006 dated February 25, 2016

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2021. The Term may be extended up to June 30, 2024, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

S&CSI shall commence work upon issuance of a Notice to Proceed by the State.

Time is of the essence in the performance of S&CSI's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3:2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other companies to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. S&CSI shall not be responsible for any delay, act, or omission of such other companies, except that S&CSI shall be responsible for any delay, act,

or omission of the other companies if such delay, act, or omission is caused by or due to the fault of S&CSI.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both S&CSI and State personnel. S&CSI shall provide all necessary resources to perform its obligations under the Contract. S&CSI shall be responsible for managing the Project to its successful completion.

4.1 S&CSI CONTRACT MANAGER

S&CSI shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. S&CSI's Contract Manager is:

Paul Pepin
President
28 Hemlock Street
Londonderry, NH 03053
Tel: 603 965-3094
Email: Paul.pepin@sacsi.com

4.2 THE S&CSI PROJECT/ENGAGEMENT MANAGER

4.2.1 Contract Project/Engagement Manager

S&CSI shall assign a Project Manager who meets the requirements of the Contract. S&CSI's selection of the Contracted S&CSI Project/Engagement Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed S&CSI Project/Engagement Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of S&CSI's Project/Engagement Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 S&CSI Project/Engagement Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as S&CSI's representative for all administrative and management matters. S&CSI's Project/Engagement Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. S&CSI's Project/Engagement Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. S&CSI's Project/Engagement Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 S&CSI shall not change its assignment of S&CSI Project/Engagement Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of S&CSI's Project/Engagement Manager shall not be unreasonably withheld. The replacement Project/Engagement Manager shall have comparable or greater skills than S&CSI Project/Engagement Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project/Engagement Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. S&CSI shall assign a replacement S&CSI Project/Engagement Manager within ten (10) business days of the departure of the prior S&CSI Project/Engagement Manager, and S&CSI shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim S&CSI Project/Engagement Manager.

4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare S&CSI in default and pursue its remedies at law and in equity, if S&CSI fails to assign a S&CSI Project/Engagement Manager meeting the requirements and terms of the Contract.

4.2.5 S&CSI Project/Engagement Manager is:

Paul Pepin
President
28 Hemlock Street
Londonderry, NH 03053
Tel: 603 965-3094
Email: Paul.pepin@sacsi.com

4.3 S&CSI KEY PROJECT STAFF

4.3.1 S&CSI shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-S&CSI Response Checklist*. The State may conduct reference and background checks on S&CSI Key Project Staff. The State reserves the right to require removal or reassignment of S&CSI's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2 S&CSI shall not change any S&CSI Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of S&CSI Key Project Staff will not be unreasonably withheld. The replacement S&CSI Key Project Staff shall have comparable or greater skills than S&CSI Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare S&CSI in default and to pursue its remedies at law and in equity, if S&CSI fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with S&CSI's replacement Project staff.

4.3.3.1 S&CSI Key Project Staff shall consist of the following individuals in the roles identified below:

S&CSI's Key Project Staff:

Key Member(s)	Title
Paul Pepin	Project/Engagement Manager
James Tyree	Sr. z/OS Systems Programmer
Seth Beeten	Sr. Project Manager
Patricia McLaughlin	Sr. z/OS Systems Programmer
Paul Rich Jr.	Sr. DB2 Systems Programmer
John Mourtgos	Sr. DB2 Systems Programmer
Dean Nai	Sr. z/OS & Security Systems Programmer
Gary Shiminsky	Sr. z/VM & zLinux Systems Programmer
James Poirier	Sr. z/VM & zLinux Systems Programmer
Joe Coughlin	Sr. zLinux/WebSphere Programmer

4.4 STATE CONTRACT MANAGER

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Wendy Pouliot
Director of Operations
27 Hazen Drive

Concord, NH
Tel: 603 223-5746
Email: wendy.pouliot@doit.nh.gov

4.5 STATE PROJECT MANAGER

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

a. Leading the Project;
b. Engaging and managing all S&CSIs;
c. Managing significant issues and risks.
d. Reviewing and accepting Contract Deliverables;
e. Invoice sign-offs;
f. Review and approval of change proposals; and
g. Managing stakeholders' concerns.

The State Project Manager is:

Wendy Pouliot
Director of Operations
27 Hazen Drive
Concord, NH
Tel: 603 223-5746
Email: wendy.pouliot@doit.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

S&CSI shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarcerationfor up to 1 year is an authorized penalty. S&CSI shall promote and maintain an awareness of the importance of securing the State's information among S&CSI's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contracted S&CSI Project Manager and S&CSI Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State's Information, Confidentiality.

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

S&CSI shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

S&CSI may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. S&CSI must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider S&CSI to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

S&CSI shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables.*

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from S&CSI that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables.* The State will notify S&CSI in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of S&CSI's written Certification. If the State rejects the Deliverable, the State shall notify S&CSI of the nature and class of the Deficiency and S&CSI shall correct the Deficiency within the period identified in the Work Plan. If no period for S&CSI's correction of the Deliverable is identified, S&CSI shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify S&CSI of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If S&CSI fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require S&CSI to continue until the Deficiency is corrected, or immediately terminate the Contract, declare S&CSI in default, and pursue its remedies at law and in equity.

5.4 SOFTWARE REVIEW AND ACCEPTANCE

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services.*

6. SOFTWARE

Custom software may become part of the contract if it is ordered within the special project area.

7. SERVICES

S&CSI shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 ADMINISTRATIVE SERVICES

S&CSI shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services.

7.2 IMPLEMENTATION SERVICES

S&CSI shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: Implementation Services.

7.3 TESTING SERVICES

S&CSI shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: Testing Services.

7.4 MAINTENANCE AND SUPPORT SERVICES

S&CSI shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: System Maintenance and Support.

8. WORK PLAN DELIVERABLE

S&CSI shall use proven project management techniques to create a work plan for each major system upgrade. Due to the nature of this contract work and underlying 3rd party software packages, it is understood that work plans may vary greatly. Although different in nature, each work plan should adequately denote the varying stages of system software migration through the testing, development and production regions. Each work plan provided to the State shall includes a detailed description of the software upgrade and a detailed description of the Schedule, Tasks, Deliverables and Major Milestones.

The totality of this contract will be S&CSI's ability to provide system support services for current and future mainframe software.

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of S&CSI's receipt of a Change Order, S&CSI shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

S&CSI 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 S&CSI's requested Change Order within five (5) business days. The State Agency, as well as 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 S&CSI to the State, and the State acceptance of S&CSI's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the State.

In no event shall S&CSI be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, S&CSI 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.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. 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 demandor upon termination of this Agreement for any reason. S&CSI shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3 CONTRACTOR'S MATERIALS

Subject to the provisions of this Contract, S&CSI may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, S&CSI shall not distribute any products containing or disclose any State Confidential Information. S&CSI shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of

the deliberate memorization of the State Confidential Information by S&CSI employees or third party consultants engaged by S&CSI.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

10.5 CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchses software development services, which results in Custom Software, S&CSI shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

10.6 SURVIVAL

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, S&CSI may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings (see e.g.* RSA Chapter 91-A: 5 *Exemptions).* S&CSI shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for S&CSI's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

S&CSI shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to S&CSI in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. S&CSI shall immediately notify the State if any request, subpoena or other legal process is served upon S&CSI regarding the State Confidential Information, and S&CSI shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, S&CSI shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as S&CSI seeks to maintain the confidentiality of its confidential or proprietary information, S&CSI must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that S&CSI considers the Software and Documentation to be Confidential Information. S&CSI acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by S&CSI as confidential, the State shall notify S&CSI and specify the date the State will be releasing the requested information. At the request of the State, S&CSI shall cooperate and assist the State with the collection and review of S&CSI's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be S&CSI's

sole responsibility and at S&CSI's sole expense. If S&CSI fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to S&CSI, without any liability to S&CSI.

11.4 SURVIVAL

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12 LIMITATION OF LIABILITY

12.1 STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to S&CSI shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

12.2 S&CSI

Subject to applicable laws and regulations, in no event shall S&CSI be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and S&CSI's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to S&CSI's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 STATE'S IMMUNITY

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 shall survive termination or Contract conclusion.

12.4 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13 TERMINATION

This Section shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of S&CSI shall constitute an event of default hereunder ("Event of Default")

a. Failure to perform the Services satisfactorily or on schedule;
b. Failure to submit any report required; and/or
c. Failure to perform any other covenant, term or condition of the Contract

13.1.1 Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

a. Unless otherwise provided in the Contract, the State shall provide S&CSI written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If S&CSI fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving S&CSI notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

b. Give S&CSI a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to S&CSI during the period from the date of such notice until such time as the State determines that S&CSI has cured the Event of Default shall never be paid to S&CSI.

c. Set off against any other obligations the State may owe to S&CSI any damages the State suffers by reason of any Event of Default;

d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

e. Procure Services that are the subject of the Contract from another source and S&CSI shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

13.1.2 S&CSI shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.2 TERMINATION FOR CONVENIENCE

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to S&CSI. In the event of a termination for convenience, the State shall pay S&CSI the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.2.2 During the thirty (30) day period, S&CSI shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 TERMINATION FOR CONFLICT OF INTEREST

13.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if S&CSI did not know, or reasonably did not know, of the conflict of interest.

13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by S&CSI, the State shall be entitled to pursue the same remedies against S&CSI as it could pursue in the event of a default of the Contract by S&CSI.

13.4 TERMINATION PROCEDURE

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require S&CSI to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, S&CSI shall:

a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.

b. Stop work under the Contract on the date, and to the extent specified, in the notice;

c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

d. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of S&CSI and in which the State has an interest;

e. During any period of service suspension, S&CSI shall not take any action to intentionally erase any State data.

   1. In the event of termination of any services or agreement in entirety, S&CSI shall not take any action to intentionally erase any State data for a period of:

      - 10 days after the effective date of termination, if the termination is in accordance with the contract period

      - 30 days after the effective date of termination, if the termination is for convenience

      - 60 days after the effective date of termination, if the termination is for cause

   2. After such period, S&CSI shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.

f. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

g. S&CSI shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;

h. S&CSI shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.

i. Provide written Certification to the State that S&CSI has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

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

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 S&CSI shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

15.2 S&CSI shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Sub-contractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve S&CSI of any of its obligations under the Contract nor affect any remedies available to the State against S&CSI that may arise from any event of default of the provisions of the contract. The State shall consider S&CSI to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit S&CSI from assigning the Contract to the successor of all or substantially all of the assets or business of S&CSI provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that S&CSI should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with S&CSI, its successors or assigns for the full remaining term of the Contract; continue under the Contract with S&CSI, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to S&CSI, its successors or assigns.

16 DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following

successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	S&CSI	STATE	CUMULATIVE ALLOTTED TIME
First	Paul Pepin President	Wendy Pouliot Ops Director	10 Business Days
Second	Paul Pepin President	Denis Goulet Commissioner	15 Business Days

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

17 GENERAL TERMS AND CONDITIONS

17.1 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"), S&CSI understands and agrees to the following rules:

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. 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 S&CSI access or attempt to access any information without having the express authority to do so.

c. That at no time shall S&CSI access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

d. 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 S&CSI 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.

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

17.2 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." S&CSI understand and agree that use of email shall follow State standard policy (available upon request).

17.3 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).

17.4 REGULATORY GOVERNMENT APPROVALS
S&CSI shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

17.5 INSURANCE CERTIFICATE
The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

17.6 EXHIBITS
The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

17.7 VENUE AND JURISDICTION
Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

17.8 SURVIVAL
The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information,

Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

17.9 FORCE MAJEURE
Neither S&CSI 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 S&CSI's inability to hire or provide personnel needed for S&CSI's performance under the Contract.

17.10 NOTICES
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 following addresses.

TO S&CSI: PAUL PEPIN 28 HEMLOCK ST LONDONDERY, NH 03053	TO STATE: STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY 27 HAZEN DRIVE CONCORD, NH 0330

17.11 DATA PROTECTION
Protection of personal privacy and data shall be an integral part of the business activities of S&CSI to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, S&CSI shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

a. S&CSI shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures S&CSI applies to its own personal data and non-public data of similar kind.

b. All data obtained by S&CSI in the performance of this contract shall become and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, S&CSI is responsible for encryption of the personal data.

d. Unless otherwise stipulated, S&CSI shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to S&CSI. The level of

protection and encryption for all non-public data shall be identified and made a part of this contract.

e. At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by S&CSI or any party related to S&CSI for subsequent use in any transaction that does not include the State.

f. S&CSI shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

17.12. DATA LOCATION
S&CSI shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at rest shall be located solely in data centers in the U.S. S&CSI shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. S&CSI shall permit its personnel and contractors to access State data remotely only as required to provide technical support. S&CSI may provide technical user support on a 24/7 basis unless otherwise prohibited in this contract.

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION
S&CSI shall inform the State of any security incident or data breach in accordance with NH RSA 359 C..

a. Incident Response: S&CSI may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of S&CSI communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

b. Security Incident Reporting Requirements: S&CSI shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.

c. Breach Reporting Requirements: If S&CSI has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, S&CSI shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

17.14. BREACH RESPONSIBILITIES
This section only applies when a data breach occurs with respect to personal data within the possession or control of S&CSI.

a. S&CSI, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b.S&CSI, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. S&CSI shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of S&CSI's breach of its contract obligation to encrypt personal data or otherwise prevent its release, S&CSI shall bear the costs associated with:

(1) the investigation and resolution of the data breach;
(2) notifications to individuals, regulators or others required by State law;
(3) a credit monitoring service required by State (or federal) law;
(4) a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute17 at the time of the data breach; and
(5) complete all corrective actions as reasonably determined by S&CSI based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

17.15. NOTIFICATION OF LEGAL REQUESTS

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

17.16. ACCESS TO SECURITY LOGS AND REPORTS

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

17.17. CONTRACT AUDIT

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

17.18. DATA CENTER AUDIT
S&CSI shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. S&CSI may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

17.19. ADVANCE NOTICE
S&CSI shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

17.20. SECURITY
S&CSI shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and S&CSI. For example: virus checking and port sniffing — the State and S&CSI shall understand each other's roles and responsibilities.

17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES
S&CSI shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

17.22. IMPORT AND EXPORT OF DATA
The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from S&CSI. This includes the ability for the State to import or export data to/from other service providers.

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE
S&CSI shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of S&CSI. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17.24. RIGHT TO REMOVE INDIVIDUALS
The State shall have the right at any time to require that S&CSI remove from interaction with State any S&CSI representative who the State believes is detrimental to its working relationship with S&CSI. The State shall provide S&CSI with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to

the request, S&CSI shall immediately remove such individual. S&CSI shall not assign the person to any aspect of the contract or future work orders without the State's consent.

STATE OF NEW HAMPSHIRE
DEPARTMENT of INFORMATION TECHNOLOGY
STATEWIDE IBM MAINFRAME OPERATION SERVICES
DoIT RFP 2016-006
PART 3 - EXHIBIT A
DELIVERABLES

1. GENERAL

a. Problem Statement – Procure Statewide IBM Mainframe Technical Support

b. Goals - Goals are to deliver fully product-trained specialists who can deliver the following services.

i. Business process analysis and improvement;
ii. Change management;
iii. Configuration and testing of the selected proposed solution;
iv. Data conversion and migration
v. Development and maintenance of in and out-bound interfaces;
vi. Implementation services;
vii. Integration services;
viii. Requirements validation;
ix. Software and hardware recommendations/specifications;
x. Software and hardware maintenance and enhancement support;
xi. System documentation;
xii. Testing;
xiii. Training and user support and enhancements;
xiv. Project management;
xv. IT budgeting;
xvi. Capacity planning and forecasting

c. Project Overview

The general scope of the project is to provide Statewide IBM Mainframe Technical Support.

d. Statement of Work

S&CSI will be responsible for all aspects of the project, including, but not limited to support of all IBM z/VM, z/OS, Linux on System Z operating system environments and related program products and third party software. Also included is ensuring that release levels are kept current within 12 months of the software vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations based on need and underlying product support. Special project support maybe implemented on an as needed basis, which may include custom software and automation processes.

e. General Project Assumptions

1. S&CSI will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project appropriate for the complexity of the project. The State of New Hampshire and S&CSI Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.

2. Prior to the commencement of work on Non-Software and Written Deliverables, S&CSI shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.

3. S&CSI shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Exhibit H Requirements. S&CSI shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule.* Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Table A-1.1 - Baseline Services Deliverables

	FUNCTIONAL REQUIREMENTS FOR CONSULTANT TEAM	STATE REQ'M T STATUS	DUE
1.	Support all IBM z/VM, z/OS, and Linux related program product and third party operating software, including ensuring that release levels are kept current within 12 months of the vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M	As Needed or Upon Request
2.	In parallel, provide technical support for the existing IBM z/VM, z/VSE and Linux environments on an "as requested" basis.	M	As Needed or Upon Request
3.	Implement preferred guest, guest consolidations, and new guests as requested.	M	As Needed

			or Upon Request
4.	Support all z/OS related program product and third party operating software, including ensuring that release levels are kept current within 12 months of the vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M	As Needed or Upon Request
5.	In parallel provide alternative and preferred recommendation for configuration of connection of Wide Area TCP/IP Network to the production mainframes (z/VM, z/OS & zLinux) systems.	M	As Needed or Upon Request
6.	Implement TCP/IP software changes to device addresses, to tie the converted network to mainframe (z/VM, z/OS & zLinux) systems.	M	As Needed or Upon Request
7.	Systems programming (install, test, implement, and fix operating software, program products, and tools).	M	As Needed or Upon Request
8.	Support of IBM Operating System vendor software tools.	M	As Needed or Upon Request
9.	Provide project management services of all system/software upgrades on an "as needed" basis.	M	As Needed or Upon Request
10.	Provide support and configuration of security profiles on all mainframe operating systems including encryption/decryption.	M	As Needed or Upon Request
11.	Support <u>all</u> DB2 database products including IBM FastCopy and Recovery Expert, and DB2 Tools.	M	As Needed or Upon Request
12.	Maintain automated backup and recovery (database & systems).	M	As Needed or Upon Request
13.	Technical support of all hardware installations, including Mainframes, printers, tape drives, DASD units, etc.	M	As Needed or Upon Request

14.	Develop and maintain the ability to transfer files and data between the mainframe and other platforms.	M	As Needed or Upon Request
15.	Participation in problem/change management.	P	As Needed or Upon Request
16.	Create and maintain technical systems documentation (e.g., hardware configuration, channel configuration, TCP/IP network configuration, software inventories, file transfer processes, etc.) at time of change.	M	As Needed or Upon Request
17.	Create and maintain operations documentation (e.g., system start-up and shut-down procedures, CICS start-up and shut-down procedures, tape drive swaps, queue management, recovery procedures, etc.)	M	As Needed or Upon Request
18.	Develop and deliver comprehensive training for technical and computer operations staff as required for new and existing mainframe products. Approximately six (6) per year based on changes made.	M	As Needed or Upon Request
19.	Maintain availability of each separate production operating system environment and its related software at 99.9% or better during scheduled hours of operation, that is, maximum of eight (8) hours operating system outage per year excluding scheduled facility maintenance and major hardware upgrades.	M	As Needed or Upon Request
20.	Respond to Production trouble calls, based on the following criteria: A. During the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday, excluding state holidays, response within five (5) minutes. B. Outside business hours, response within 15 minutes by telephone with qualified person. If trouble cannot be resolved remotely, response on-site within two (2) hours of original notification.	M	As Needed or Upon Request
21.	Completion of other planned projects or initiatives identified during the timeframe of this contract, as requested and defined through the project management Work Request process. A statement of work and deliverables must be agreed upon for	M	As Needed or Upon Request

	projects over $3,000 in cost or over 20 hours in estimated time.		
22.	Provide a biweekly written technical status report and chair a biweekly status meeting.	M	As Needed or Upon Request
23.	Assist the State in the configuration and operational support of Network servers that interface with the mainframe environment using the following operating systems: A. Windows B. LINUX C. HP UNIX	P	As Needed or Upon Request
24.	Support and configuration Web Servers using 3270 emulation.	M	As Needed or Upon Request
25.	Support and configuration of network devices including TCP/IP-to-SNA gateway servers.	M	As Needed or Upon Request
26.	Support and configuration of integrated IBM Mainframe and network server storage facilities.	M	As Needed or Upon Request
27.	Support and configuration of Mainframe printer and output distribution facilities, including those that require PC-based device control and output storage for simplified retrieval and management purposes.	M	As Needed or Upon Request
28.	Support and configuration of wide area (WAN) and local area (LAN) data transfer facilities for transportation of application data to and from the integrated, multi-system data center environment. This includes all TCP/IP (e.g. FTP, SFTP, CyberFusion, Move-It, SMTP, and TN3270) facilities.	M	As Needed or Upon Request
29.	Support and configuration of FTP facilities used to move data to and from State external business partners.	M	As Needed or Upon Request
30.	Network configuration, management, and consulting services associated with mainframe systems data access and systems integration.	M	As Needed or Upon Request

31.	Support and consulting services associated with data center consolidation.	M	As Needed or Upon Request
32.	Provide performance statistics and data regarding mainframe performance and capacity as requested.	M	As Needed or Upon Request
33.	Client/Server and Web-enabled access support and consulting services when interfacing with the mainframe for multiple mainframe data center environment.	P	As Needed or Upon Request
34.	Employ project management disciplines to improve the effectiveness and the value added to TSG (Technical Services Group) services and operational processes.	M	As Needed or Upon Request
35.	Develop and support (REXX) procedures to reformat/edit reports intended for printers so that they will display properly.	P	As Needed or Upon Request
36.	Interact with State external business partners when necessary defining the process and the procedure of file transfers, including technology upgrades, etc.	M	As Needed or Upon Request
37.	Training of state application and end user personnel when needed. Approximately four (4) sessions per year based on changes made.	M	As Needed or Upon Request
38.	Design, develop, and maintain procedures to create Adobe Acrobat files from report listings originating from a z/VM, z/OS or Linux mainframe system.	M	As Needed or Upon Request
39.	Development of a Technical Design Documents with interfaces, hardware and software, and Internet requirements defined.	M	As Needed or Upon Request
40.	Development of detailed security procedures, including online, Web and application security, backup procedures, and disaster recovery procedures using State standards.	M	As Needed or Upon Request
41.	Documentation of detailed technical platform and connectivity requirements must be provided including identification, configuration, and installation of all connectivity for all peripheral	M	As Needed or Upon Request

	devices required and disk space allocations.		
42.	Design, develop, and maintain (Visual Basic) procedures for FTP and File manipulation.	M	As Needed or Upon Request
43.	Perform DB2 database subsystem cloning on scheduled and ad-hoc basis.	M	As Needed or Upon Request

Table A-1.2 Deliverables in addition to Baseline Services

	Deliverables	STATE REQ'MT STATUS	DUE
1.	Annual On Call Support	M	As Needed or Upon Request
2.	After Hours and weekend support (as required)	M	As Needed or Upon Request
3.	Special Project Support (as required)	M	As Needed or Upon Request

STATE OF NEW HAMPSHIRE
DEPARTMENT of INFORMATION TECHNOLOGY
STATEWIDE IBM MAINFRAME OPERATION SERVICES
DoIT RFP 2016-006
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) with a maximum contract value of the price indicated in Block 1.8 of Part 1 for the period between the Effective Date through June 30, 2021. S&CSI shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow S&CSI to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.
Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*.
Pricing will be effective for the Term of this Contract, and any extensions thereof.

1.2 Baseline Services

The Baseline Services price includes the total price for all services in Section F-1 required to maintain operations Monday through Friday 7:00 AM through 5:00 PM exclusive of State Holidays. Baseline services will be invoiced monthly. This is a not to exceed amount. The basis for billing will be time sheets, which detail hours worked by each individual and the task category being worked.

Table B-1.1 - Baseline Services Deliverables

	FUNCTIONAL REQUIREMENTS FOR CONSULTANT TEAM	STATE REQ'M T STATUS	DUE	COST
1.	Support all IBM z/VM, z/OS, and Linux related program product and third party operating software, including ensuring that release levels are kept current within 12 months of the vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.	M	As Needed or Upon Request	Included
2.	In parallel, provide technical support for the existing IBM z/VM, z/VSE and Linux environments on an "as requested" basis.	M	As Needed or Upon Request	Included
3.	Implement preferred guest, guest consolidations, and new guests as requested.	M	As Needed or Upon Request	Included
4.	Support all z/OS related program product and third	M	As	Included

	party operating software, including ensuring that release levels are kept current within 12 months of the vendor's latest version/release level, unless otherwise authorized in writing, maintaining current customizations.		Needed or Upon Request	
5.	In parallel provide alternative and preferred recommendation for configuration of connection of Wide Area TCP/IP Network to the production mainframes (z/VM, z/OS & zLinux) systems.	M	As Needed or Upon Request	Included
6.	Implement TCP/IP software changes to device addresses, to tie the converted network to mainframe (z/VM, z/OS & zLinux) systems.	M	As Needed or Upon Request	Included
7.	Systems programming (install, test, implement, and fix operating software, program products, and tools).	M	As Needed or Upon Request	Included
8.	Support of IBM Operating System vendor software tools.	M	As Needed or Upon Request	Included
9.	Provide project management services of all system/software upgrades on an "as needed" basis.	M	As Needed or Upon Request	Included
10.	Provide support and configuration of security profiles on all mainframe operating systems including encryption/decryption.	M	As Needed or Upon Request	Included
11.	Support all DB2 database products including IBM FastCopy and Recovery Expert, and DB2 Tools.	M	As Needed or Upon Request	Included
12.	Maintain automated backup and recovery (database & systems).	M	As Needed or Upon Request	Included
13.	Technical support of all hardware installations, including Mainframes, printers, tape drives, DASD units, etc.	M	As Needed or Upon Request	Included
14.	Develop and maintain the ability to transfer files and data between the mainframe and other	M	As Needed	Included

	platforms.		or Upon Request	
15.	Participation in problem/change management.	P	As Needed or Upon Request	Included
16.	Create and maintain technical systems documentation (e.g., hardware configuration, channel configuration, TCP/IP network configuration, software inventories, file transfer processes, etc.) at time of change.	M	As Needed or Upon Request	Included
17.	Create and maintain operations documentation (e.g., system start-up and shut-down procedures, CICS start-up and shut-down procedures, tape drive swaps, queue management, recovery procedures, etc.)	M	As Needed or Upon Request	Included
18.	Develop and deliver comprehensive training for technical and computer operations staff as required for new and existing mainframe products. Approximately six (6) per year based on changes made.	M	As Needed or Upon Request	Included
19.	Maintain availability of each separate production operating system environment and its related software at 99.9% or better during scheduled hours of operation, that is, maximum of eight (8) hours operating system outage per year excluding scheduled facility maintenance and major hardware upgrades.	M	As Needed or Upon Request	Included
20.	Respond to Production trouble calls, based on the following criteria: A. During the hours of 7:00 a.m. to 5:00 p.m., Monday to Friday, excluding state holidays, response within five (5) minutes. B. Outside business hours, response within 15 minutes by telephone with qualified person. If trouble cannot be resolved remotely, response on-site within two (2) hours of original notification.	M	As Needed or Upon Request	Included
21.	Completion of other planned projects or initiatives identified during the timeframe of this contract, as	M	As Needed	Included

	requested and defined through the project management Work Request process. A statement of work and deliverables must be agreed upon for projects over $3000 in cost or over 20 hours in estimated time.		or Upon Request	
22.	Provide a biweekly written technical status report and chair a biweekly status meeting.	M	As Needed or Upon Request	Included
23.	Assist the State in the configuration and operational support of Network servers that interface with the mainframe environment using the following operating systems: a. Windows b. LINUX c. HP UNIX	P	As Needed or Upon Request	Included
24.	Support and configuration Web Servers using 3270 emulation.	M	As Needed or Upon Request	Included
25.	Support and configuration of network devices including TCP/IP-to-SNA gateway servers.	M	As Needed or Upon Request	Included
26.	Support and configuration of integrated IBM Mainframe and network server storage facilities.	M	As Needed or Upon Request	Included
27.	Support and configuration of Mainframe printer and output distribution facilities, including those that require PC-based device control and output storage for simplified retrieval and management purposes.	M	As Needed or Upon Request	Included
28.	Support and configuration of wide area (WAN) and local area (LAN) data transfer facilities for transportation of application data to and from the integrated, multi-system data center environment. This includes all TCP/IP (e.g. FTP, SFTP, CyberFusion, Move-It, SMTP, and TN3270) facilities.	M	As Needed or Upon Request	Included
29.	Support and configuration of FTP facilities used to move data to and from State external business partners.	M	As Needed or Upon Request	Included

30.	Network configuration, management, and consulting services associated with mainframe systems data access and systems integration.	M	As Needed or Upon Request	Included
31.	Support and consulting services associated with data center consolidation.	M	As Needed or Upon Request	Included
32.	Provide performance statistics and data regarding mainframe performance and capacity as requested.	M	As Needed or Upon Request	Included
33.	Client/Server and Web-enabled access support and consulting services when interfacing with the mainframe for multiple mainframe data center environment.	P	As Needed or Upon Request	Included
34.	Employ project management disciplines to improve the effectiveness and the value added to TSG (Technical Services Group) services and operational processes.	M	As Needed or Upon Request	Included
35.	Develop and support (REXX) procedures to reformat/edit reports intended for printers so that they will display properly.	P	As Needed or Upon Request	Included
36.	Interact with State external business partners when necessary defining the process and the procedure of file transfers, including technology upgrades, etc.	M	As Needed or Upon Request	Included
37.	Training of state application and end user personnel when needed. Approximately four (4) sessions per year based on changes made.	M	As Needed or Upon Request	Included
38..	Design, develop, and maintain procedures to create Adobe Acrobat files from report listings originating from a z/VM, z/OS or Linux mainframe system.	M	As Needed or Upon Request	Included
39.	Development of a Technical Design Documents with interfaces, hardware and software, and Internet requirements defined.	M	As Needed or Upon Request	Included
40.	Development of detailed security procedures, including online, Web and application security, backup procedures, and disaster recovery	M	As Needed or Upon	Included

	procedures using State standards.		Request	
41.	Documentation of detailed technical platform and connectivity requirements must be provided including identification, configuration, and installation of all connectivity for all peripheral devices required and disk space allocations.	M	As Needed or Upon Request	Included
42.	Design, develop, and maintain (Visual Basic) procedures for FTP and File manipulation.	M	As Needed or Upon Request	Included
43.	Perform DB2 database subsystem cloning on scheduled and ad-hoc basis.	M	As Needed or Upon Request	Included
	Annual Total for Baseline Services SFY 17 (Calculation from Table F-2.1)			$2,191,858
	Annual Total for Baseline Services SFY 18 (Calculation from Table F-2.2)			$2,239,630
	Annual Total for Baseline Services SFY 19 (Calculation from Table F-2.3)			$2,255,554
	Annual Total for Baseline Services SFY 20 (Calculation from Table F-2.4)			$2,285,484
	Annual Total for Baseline Services SFY 21 (Calculation from Table F-2.5)			$2,300,505
	Total			**$11,273,031**

1.3 Baseline Services Breakdown by Cost, Position, Rate, Hours and Year

Table B-1.1A - Proposed Position – Initial Contract Term Vendor Rates Worksheet SFY 2017

IT Services Position Title	Number of Personnel	Number of Hours	Rate	Total
Engagement Manager	0.5	928	$ 146	$ 135,488
DB2 Systems Programmer	2	3627	$ 151	$ 547,677
z/VM Systems Programmer	0.5	903	$ 129	$ 116,487
z/OS Systems Programmer	2.65	3602	$ 129	$ 464,658
Linux Systems Programmer	2.25	4196	$ 129	$ 541,284
Network Systems Programmer	0.1	192	$ 129	$ 24,768

Senior Project Manager	1.25	2476	$ 146	$ 361,496
	9.25	15924		$2,191,858
Blended Rate = Total Hours/Total Cost			**$ 137.64**	

Table B-1.1B - Proposed Position – Initial Contract Term Vendor Rates Worksheet SFY 2018

IT Services Position Title	Number of Personnel	Number of Hours	Rate	Total
Engagement Manager	0.5	928	$ 149	$ 138,272
DB2 Systems Programmer	2	3627	$ 154	$ 558,558
z/VM Systems Programmer	0.5	903	$ 132	$ 119,196
z/OS Systems Programmer	2.65	3602	$ 132	$ 475,464
Linux Systems Programmer	2.25	4196	$ 132	$ 553,872
Network Systems Programmer	0.1	192	$ 132	$ 25,344
Senior Project Manager	1.25	2476	$ 149	$ 368,924
	9.25	15924		$2,239,630
Blended Rate = Total Hours/Total Cost			**$ 140.64**	

Table B-1.1C - Proposed Position – Initial Contract Term Vendor Rates Worksheet SFY 2019

IT Services Position Title	Number of Personnel	Number of Hours	Rate	Total
Engagement Manager	0.5	928	$ 150	$ 139,200
DB2 Systems Programmer	2	3627	$ 155	$ 562,185
z/VM Systems Programmer	0.5	903	$ 133	$ 120,099
z/OS Systems Programmer	2.65	3602	$ 133	$ 479,066
Linux Systems Programmer	2.25	4196	$ 133	$ 558,068
Network Systems Programmer	0.1	192	$ 133	$ 25,536
Senior Project Manager	1.25	2476	$ 150	$ 371,400
	9.25	15924		$2,255,554

Blended Rate = Total Hours/Total Cost			**$ 141.64**	

Table B-1.1D - Proposed Position – Initial Contract Term Vendor Rates Worksheet SFY 2020

IT Services Position Title	Number of Personnel	Number of Hours	Rate	Total
Engagement Manager	0.5	928	$ 154	$ 142,912
DB2 Systems Programmer	2	3627	$ 156	$ 565,812
z/VM Systems Programmer	0.5	903	$ 134	$ 121,002
z/OS Systems Programmer	2.65	3602	$ 135	$ 486,270
Linux Systems Programmer	2.25	4196	$ 134	$ 562,264
Network Systems Programmer	0.1	192	$ 135	$ 25,920
Senior Project Manager	1.25	2476	$ 154	$ 381,304
	9.25	15924		$2,285,484
Blended Rate = Total Hours/Total Cost			**$ 143.52**	

Table B-1.1E - Proposed Position – Initial Contract Term Vendor Rates Worksheet SFY 2021

IT Services Position Title	Number of Personnel	Number of Hours	Rate	Total
Engagement Manager	0.5	928	$ 155	$ 143,840
DB2 Systems Programmer	2	3627	$ 157	$ 569,439
z/VM Systems Programmer	0.5	903	$ 134	$ 121,002
z/OS Systems Programmer	2.65	3602	$ 136	$ 489,872
Linux Systems Programmer	2.25	4196	$ 135	$ 566,460
Network Systems Programmer	0.1	192	$ 136	$ 26,112
Senior Project Manager	1.25	2476	$ 155	$ 383,780
	9.25	15924		$2,300,505
Blended Rate = Total Hours/Total Cost			**$ 144.47**	

1.3 On Call Support Retainer

The on call support price is the total price to maintain an on call staff, which can respond after regular business hours to meet the requirements in Section C. Actual hours spent on after hours support are invoiced separate from and in addition to Baseline Services.

Table B-2 On Call Support Retainer

IT SERVICES – ACTIVITES/ DELIVERABLES	SFY 17	SFY 18	SFY 19	SFY 20	SFY 21	TOTAL
Total Annual on call support retainer price	$ 31,320	$ 31,320	$ 31,320	$ 31,320	$ 31,320	$ 156,600

1.4 After Hours and Weekend Support

After hours support is the Not to Exceed total price of calling in vendor S&CSI after regular hours in order to troubleshoot problems or to perform weekend system upgrades. These hours will be accounted for and invoiced separately and in addition to both the contract baseline services and the annual on call support retainer.

Table B-3-After Hours and Weekend Support

IT SERVICES – ACTIVITES/ DELIVERABLES	SFY 17	SFY 18	SFY 19	SFY 20	SFY 21	TOTAL
After Hours / Weekend Services	$ 66,755	$ 68,210	$ 68,696	$ 69,607	$ 70,068	$ 343,336

1.5 Special Projects Support

This is the total not to exceed price for S&CSI support on special projects such as studies and reconfigurations, and support of other DoIT Data Centers as needed. They are separate from and in addition to baseline services, on call support retainer and after hours support.

Table B-4 Special Projects Support

IT SERVICES – ACTIVITES/ DELIVERABLES	SFY 17	SFY 18	SFY 19	SFY 20	SFY 21	TOTAL
Special Projects Support	$ 220,224	$ 225,024	$ 226,624	$ 229,632	$ 231,152	$ 1,132,656

Summary Table

Table B-5 Summary Table

IT SERVICES – ACTIVITES/ DELIVERABLES	SFY 17	SFY 18	SFY 19	SFY 20	SFY 21	TOTAL
Total baseline	$2,191,585	$2,239,630	$2,255,554	$2,285,484	$2,300,505	$11,273,031
Total annual on call support	$ 31,320	$ 31,320	$ 31,320	$ 31,320	$ 31,320	$ 156,600
Total after hours & weekend support	$ 66,755	$ 68,210	$ 68,695	$ 69,607	$ 70,068	$ 343,336
Total special projects	$ 220,224	$ 225,024	$ 226,624	$ 229,632	$ 231,152	$ 1,132,656
Total Not-to-exceed	$2,510,157	$2,564,184	$2,582,193	$2,616,043	$2,633,045	$12,905,622

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the price limitation in block 1.8 of the P-37 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to S&CSI for all fees and expenses, of whatever nature, incurred by S&CSI in the performance hereof.

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

3. INVOICING

S&CSI shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. S&CSI shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Denis Goulet
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Paul Pepin
Systems and Communications Sciences, Inc.
28 Hemlock Street
Londonderry, NH 03053

5. OVERPAYMENTS TO S&CSI

S&CSI shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against S&CSI's invoices with appropriate information attached.

STATE OF NEW HAMPSHIRE
DEPARTMENT of INFORMATION TECHNOLOGY
STATEWIDE IBM MAINFRAME OPERATION SERVICES
DoIT RFP 2016-006
PART 3 - EXHIBIT C
SPECIAL PROVISIONS

There are no Special Provisions

1. **TRAVEL EXPENSES**

   The S&CSI must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. **SHIPPING AND DELIVERY FEE EXEMPTION**

   The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

3. **ACCESS/COOPERATION**

   As applicable, and subject to the applicable laws and regulations, the State will provide S&CSI with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

4. **STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

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

5. **RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

   S&CSI and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. S&CSI and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be

kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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

6. ACCOUNTING REQUIREMENTS

S&CSI shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and S&CSI shall maintain records pertaining to the Services and all other costs and expenditures.

1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

S&CSI Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

a. **Status Meetings**: Participants will include, at the minimum, the S&CSI Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from S&CSI shall serve as the basis for discussion.

b. **The Work Plan**: must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.

c. **Special Meetings**: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

d. **Exit Meeting:** Participants will include Project leaders from S&CSI and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects S&CSI to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be S&CSI's responsibility.

The S&CSI Project Manager or S&CSI Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The S&CSI's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. S&CSI shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, S&CSI shall provide the State with information or reports regarding the Project. S&CSI shall prepare special reports and presentations relating to Project Management, and

shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

S&CSI shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

S&CSI shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project related to the projects S&CSI directs or is requested to direct. S&CSI will also provide training as necessary to the State staff responsible for test activities. S&CSI shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, S&CSI shall 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. S&CSI shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

S&CSI shall provide the State with an overall Test Plan that will guide all testing. The S&CSI 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.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon S&CSI's Project Manager's Certification, in writing, that S&CSI's own staff has successfully executed all prerequisite S&CSI testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from S&CSI 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 S&CSI's development environment. S&CSI must assist the State with testing in accordance

with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

S&CSI must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 Unit Testing

In Unit Testing, S&CSI shall test the application components 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 before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The S&CSI developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
S&CSI Team Responsibilities	For application modules, conversions and interfaces the S&CSI team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the S&CSI team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). 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.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. 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.
S&CSI Team Responsibilities	• Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	• Work jointly with S&CSI to develop the Systems Integration Test Specifications. • Work jointly with S&CSI to develop and load the data profiles to support the test Specifications. • Work jointly with S&CSI to validate components of the test scripts, modifications, fixes and other System interactions with the S&CSI supplied Software Solution.
Work Product Description	• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

Activity Description	The conversion validation test 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/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
S&CSI Team Responsibilities	• For conversions and interfaces, the S&CSI team will execute the applicable validation tests and compare execution results with the documented expected results. • Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
State Responsibilities	None
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 Installation Testing

In Installation Testing the 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.

1.6 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The S&CSI's Project Manager must certify in writing, that the S&CSI's own staff has successfully executed all prerequisite S&CSI testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that S&CSI has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from S&CSI that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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 Acceptance criteria that support the successful execution of approved business processes.

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.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

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

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
S&CSI Team Responsibilities	• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.

	• Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with S&CSI in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

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 is 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.

1.7 Performance Tuning and Stress Testing

S&CSI shall support the development team and document hardware and Software configuration and tuning of mainframe infrastructure as well as assist and direct the State's appointed developers and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project.

1.7.1 Scope

The scope of performance testing shall measure the system level metrics critical for the developers of the application, monitoring the infrastructure and operation of the applications in the production environment.

The application transactions shall be identified by the development team 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 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.

S&CSI will support the development team in 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.

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

For infrastructure tuning, parameters will be identified for all components prior to undertake 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 development teams 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 system are running at or near optimum performance.

1.8 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 related Data assets. 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 shall include penetration tests (pen tests), code analysis, and review.

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.

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. The S&CSI shall provide a certificate of application, vulnerability scanning, and 3rd party Penetration Tests (pen test) when appropriate.

Prior to the System being moved into production S&CSI 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).

1.9 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

1.10 System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

1. SYSTEM MAINTENANCE

S&CSI shall maintain and support the System in all material respects as described in the applicable software layered product Documentation through the contract end date.

1.1 S&CSI's Responsibility

S&CSI shall maintain the System in accordance with the Contract. S&CSI will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

S&CSI shall make available to the State the latest third-party software updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to software customers.

2. SYSTEM SUPPORT

2.1 S&CSI's Responsibility

S&CSI will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Contract agreement, ongoing Hardware maintenance and support levels, including all new Software releases, shall be responded to according to the following:

a. Class A Deficiencies (Telephone Support)
For all Class A Deficiencies, S&CSI shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an e-mail / telephone response within two (2) hours of request;

b. Class A Deficiencies (On-site or Remote Support)
For all Class A Deficiencies, S&CSI shall provide support on-site, or with remote diagnostic services, within four (4) business hours of a request; and

c. Class B & C Deficiencies –The State shall notify the S&CSI of such Deficiencies during regular business hours and the S&CSI shall respond back within two business days of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

3.1 S&CSI shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

3.2 S&CSI shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

3.3 For all maintenance Services calls, S&CSI shall ensure the following information will be collected and maintained: 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; and

3.4 S&CSI must work with the State to identify and troubleshoot potentially large-scale System 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.

3.5 If S&CSI fails to correct a Deficiency within the allotted period of time stated above, S&CSI shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return S&CSI's product and receive a refund for all amounts paid to S&CSI, including but not limited to, applicable license fees, within ninety (90) days of notification to S&CSI of the State's refund request

3.6 If S&CSI fails to correct a Deficiency within the allotted period of time stated above, S&CSI shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 8.

C-1 – Staff Requirements

Table C1.1 Staff Requirements

	TECHNICAL REQUIREMENTS FOR CONSULTANT TEAM	STATE REQ'MT STATUS	VENDOR COMPLIANCE (Y,N)
1.	Demonstrated knowledge and experience supporting IBM z/VM environments.	M	Y
2.	Demonstrated knowledge and experience supporting z/OS environments.	M	Y
3.	Demonstrated knowledge and experience supporting wide area TCP/IP network environments (e.g. FTP, SFTP, SMTP, TN3270) facilities.	M	Y
4.	Demonstrated knowledge and experience in state-of-the-art Project Management Methodologies.	M	Y
5.	Demonstrated knowledge and experience supporting DB2 for z/OS	M	Y
6.	Demonstrated knowledge of IBM FastCopy and Recovery Expert software.	M	Y
7.	Demonstrated knowledge and experience supporting Microsoft Windows, UNIX, and Linux.	M	Y
8.	Demonstrated knowledge and experience supporting Web Servers using 3270 emulation.	M	Y
9.	Demonstrated knowledge and experience with COBOL.	M	Y
10.	Demonstrated knowledge and experience supporting WebSphere on z/OS and Linux on System z	M	Y
11.	Internet accessibility must follow State standards for Web interface.	M	Y

	including Web browser standards approved by the State.		
12.	Demonstrated knowledge of IBM Storage devices including PAV and FastCopy services.	M	Y
13.	Demonstrated knowledge in the configuration and installation of the Ricoh InfoPrint Manager for Windows software	M	Y
14.	Demonstrated knowledge of managing a successful project within a government entity.	M	Y
15.	Demonstrated knowledge of Visual Basic 2005-2012.	M	Y
16.	Demonstrated knowledge and experience with IBM Mainframe Hardware including HMC's and SE's.	M	Y
17.	Demonstrated knowledge and experience with IBM Tape Libraries.	M	Y

STATE OF NEW HAMPSHIRE
DEPARTMENT of INFORMATION TECHNOLOGY
STATEWIDE IBM MAINFRAME OPERATION SERVICES
DoIT RFP 2016-006
PART 3 - EXHIBIT I
WORK PLAN

S&CSI will create an appropriate Work Plan for each project that S&CSI performs. The Work Plans will be approved by the State in advance, before work is begun. The Work Plans will identify, the tasks, Deliverables, major milestones and task dependencies as appropriate, in consideration of (1) the scope and complexity of the project, (2) the project team's familiarity with the project's scope of work, and (3) the availability of supporting materials, such a software upgrade instructions provided by the software vendor.

A sample work plan for the Z/OS Release Version 2 Release 1 (V2R1) to Release 2 (V2R2) is shown in the S&CSI response to RFP. (See Exhibit N.)

STATE OF NEW HAMPSHIRE
DEPARTMENT of INFORMATION TECHNOLOGY
STATEWIDE IBM MAINFRAME OPERATION SERVICES
DoIT RFP 2016-006
PART 3 - EXHIBIT J
SOFTWARE LICENSE

No Software is being licensed as part of this Contract.

WARRANTIES

Warranties apply only to Custom Developed software. The Vendor shall agree to maintain, repair, upgrade, and correct Deficiencies in the System 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, destructive programming; and replacing incorrect, defective or deficient Software and documentation.

Such warranty services shall include without limitation the following:

a. Repair, or any portion or upgrade the System that is Deficient;
b. Maintain the System in accordance with the Specifications and terms and requirements of the Contract;
c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with a telephone response within fifteen (15) minutes of request, with assistance response dependent upon issue severity;
d. On-site additional services within two (2) business hours of a request;

In the event the Vendor 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 Vendor in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) and to pursue its remedies available at law or in equity.

Training is not applicable to this Contract

STATE OF NEW HAMPSHIRE
DEPARTMENT of INFORMATION TECHNOLOGY
STATEWIDE IBM MAINFRAME OPERATION SERVICES
DoIT RFP 2016-006
PART 3 -,EXHIBIT M
Agency RFP with Addenda, by Reference

RFP DOIT 2016-006 dated January 8, 2016 with all addenda is hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
DEPARTMENT of INFORMATION TECHNOLOGY
STATEWIDE IBM MAINFRAME OPERATION SERVICES
DoIT RFP 2016-006
PART 3 - EXHIBIT N
S&CSI PROPOSAL, BY REFERENCE

S&CSI Proposal to DOIT RFP 2016-006 dated February 25, 2016 is hereby incorporated by reference as fully set forth herein.

STATE OF NEW HAMPSHIRE
DEPARTMENT of INFORMATION TECHNOLOGY
STATEWIDE IBM MAINFRAME OPERATION SERVICES
DoIT RFP 2016-006
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

A. Contractor's Certificate of Vote/Authority
B. Contractor's Certificate of Good Standing
C. Contractor's Certificate of Insurance

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 SYSTEMS & COMMUNICATIONS SCIENCES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 1, 1980. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of May, A.D. 2016

William M. Gardner
Secretary of State

Certificate of Authority # 1 *(Corporation of LLC- Non-specific, open-ended)*

Corporate Resolution

I, James W. Tyree, **hereby certify** that I am duly elected Clerk/Secretary of Systems & Communications Sciences, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 9, 2016 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Paul S. Pepin, President (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Systems & Communications Sciences, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: May 9. 2016

SYSTEMS & COMMUNICATIONS SCIENCES INC. INCORPORATED 1980 NEW HAMPSHIRE

ATTEST: _____ CLERK/SECRETARY
(Name and Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2016

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
Eaton & Berube Insurance Agency, Inc.
11 Concord St
Nashua NH 03064

CONTACT NAME: Gail Douglas
PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230
E-MAIL ADDRESS: gdouglas@eatonberube.com

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

INSURED
SYSCO
Systems & Communications Sciences, Inc.
28 Hemlock Street
Londonderry NH 03053

COVERAGES — CERTIFICATE NUMBER: 532627200 — 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			OBV8931951	12/6/2015	12/6/2016	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$4,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			AWV8932193.	12/6/2015	12/6/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			OBV8931951	12/6/2015	12/6/2016	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDV8932214	12/6/2015	12/6/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
B	Professional Liab Claims Made Form			H716107460	3/10/2016	3/10/2017	Limit / Deductible	1,000,000 / 2,000

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

NH Workers Comp - Officers Excluded - -Paul Pepin and James Tyree

CERTIFICATE HOLDER

State of New Hampshire
Dept of Information Technology
27 Hazen Road
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
Marc R Berube

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