APR20'21 AM11:44 RCVD 59

Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

March 29, 2021

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of School Finance to enter into a **sole source** contract with RWS Technology, LLC of Gilford, New Hampshire (Vendor Code 286768), in an amount not to exceed $104,680.00, to assist with the development and implementation of it's proprietary web-based financial reporting software, effective upon Governor and Council approval through December 31, 2021. 81% General Funds, 19% Federal Funds.

Funds to support this request are available in FY 21 and anticipated to be available in FY 22 in the accounts titled Educational Statistics and NCES Survey, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

		FY 21
06-56-56-567010-30470000-038-500175	Software	$84,705.00
		FY22
06-56-56-567010-30440000-102-500731	Contracts for Program Services	$19,975.00

EXPLANATION

The Department is requesting a **sole source** contract to expedite the completion of this project, using the same vendor that has completed the work thus far and avoiding any delay and added expense of bringing on a different contractor that would have to familiarize themselves with the project. The Department is seeking to complete work to develop a secure web-based software application for financial reporting and create reporting functionalities to expedite various federal and state reporting requirements as well as financial analysis. The Department issued an RFP in March 2018. Two proposals were received that met the criteria identified in the RFP. The Department of Education selected RWS Technology, LLC of Gilford and awarded a contract. Phase one of the contract was completed, however, phase two of the project was paused by the Department of Education due to changes in regulations which subsequently affected

reporting requirements in this system. Additionally, turnover in Department staff created delays in continuing with this project. The Department now plans to complete work with RWS Technology, LLC to develop a secure web-based software that is needed to comply with statutory reporting requirements.

RWS Technology, LLC's Ryan W. Stevens has extensive experience as a System Development Specialist including 13 years with the State of New Hampshire Department of Revenue and Department of Education. During this time period, he developed Tobacco Tax System, the Career and Technical Education System, and the Grants Management System. He is familiar with the Department of Education's data collection and reporting requirements.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

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

March 17, 2021

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with RWS Technology, LLC, of Gilford, NH, as described below and referenced as DoIT No. 2020-099.

> This is a request to enter into a **sole source** contract, with RWS Technology, LLC, for the expansion, development and implementation of a web-based financial reporting system. RWS Technology, LLC has performed these services in the past and has developed a deep knowledge of the programming and application services needed to expand this project.
>
> The contract amount is $104,680 and shall be effective upon Governor and Council approval through December 31, 2021.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2020-099

cc: Bruce Smith, DoIT

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 NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name RWS Technology, LLC		1.4 Contractor Address 68 Henderson Road, Gilford, NH 03249	
1.5 Contractor Phone Number 603-393-7927	1.5 Account Number See Exhibit C	1.6 Completion Date December 31, 2021	1.7 Price Limitation $104,680.00
1.8 Contracting Officer for State Agency Caitlin Davis, Division Director, Division of Education Analytics and Resources		1.10 State Agency Telephone Number 603-271-3427	
1.11 Contractor Signature Ryan W Stevens Date: 3/28/2021		1.11 Name and Title of Contractor Signatory Ryan W. Stevens, Sole Proprietor	
1.13 State Agency Signature Date: 4-15-21		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Christopher Bond, Attorney On: 4/15/21			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials RWS
Date 3/28/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials RWS
Date 3/28/2021

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials RWS
Date 3/28/2021

EXHIBIT A

SPECIAL PROVISIONS

Ryan W. Stevens represents that he currently has no employees, and as such, is effectively exempt from RSA 281-A. If he should hire any employees, however, he would be required to comply with Paragraph 15 (Workers' Compensation) of the P-37.

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

EXHIBIT B

SCOPE OF SERVICES

RWS Technology, LLC will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through December 31, 2021:

Work in conjunction with department staff for the development and implementation of the web-based front end financial reporting software application including design, development, testing, configuration management, and warranty support.

Develop various end-user reporting functions to meet regulatory requirements

Develop various data validation tools to ensure high quality data is collected and reported for both state and federally mandated reporting requirements

Document changes to the system to guide technology releases and to support knowledge for the end-user

Develop processes to integrate collected data into DOE data warehouse and other DOE reporting tools including but not limited to iExplore

Intergrade DOE-25 Financial System with GMS to enhance reporting and payment capabilities of state aid payments

Attend status meetings using an online meeting platform

Provide training to system users including DOE and school staff

Utilize the state of New Hampshire VPN/secure network internet access for communicating with the NH Department of Education's hardware

Work collaboratively with state DoIT developers and data base administrators, and other project team members

EXHIBIT C

BUDGET

System	Fixed Software Licensing Cost and Unit Cost $85 per hour	Amount
DOE-25 Financial System	Fixed cost	$70,000
DOE-25 Financial System Software Implementation	173 hours	$14,705
DOE-25 Financial System Software Implementation	235 hours	$19,975

Limitations on Price: In no case shall the total budget exceed the price limitation of $104,680.

Source of Funding: Funds to support this request are available in FY 21 and anticipated to be available in FY 22 in the accounts titled Educational Statistics and NCES Survey, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

		FY 21
06-56-56-567010-30470000-038-500175	Software	$84,705.00

		FY22
06-56-56-567010-30440000-102-500731	Contracts for Program Services	$19,975.00

Method of Payment: A one-time payment of $70,000.00 upon receipt of an invoice for completed initial software upgrade. Payment is then to be made monthly on the basis of invoices which are supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

DOE-25 Financial System
Matthew Welch, Project Director NH Department of Education 101 Pleasant Street Concord, NH 03301

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at $250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference:
2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach
A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements
The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection
(This clause is applicable if this Contract exceeds $150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials
In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Exhibit E

Federal Debarment and Suspension

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   2. Does not have a proposed debarment pending;

   3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

   4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials RWS
Date 3/28/2021

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (http://www.whitehouse.gov/omb/grants/sfllin.pdf).

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed $100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.

e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials RWS
Date 3/28/2021

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality
All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property
The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials RWS
Date 3/28/2021

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 RWS TECHNOLOGY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 27, 2019. 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: **826104**

Certificate Number: **0005245905**

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 February A.D. 2021.

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

(Single Member)

I, Ryan W. Stevens, as a Single Member of my Limited Liability Company, RWS Technology, LLC, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of RWS Technology, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as the Single Member of the Limited Liability Company this 28th day of March, 2021.

Ryan W Stevens
Single Member

STATE OF New Hampshire

COUNTY OF _____

On this the _____ day of _____, 2021_, before me, N/A COVID 19 the undersigned Officer, personally appeared, Ryan W. Stevens who acknowledged himself to be the Single Member of RWS Technology, LLC, a Limited Liability Company, and that he, as such Single Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Single Member.

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

_____
Notary Public/Justice of the Peace

My Commission expires:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/07/2020

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

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

PRODUCER

E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

CONTACT NAME: Eleanor Spinazzola
PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188
E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty Insurance Co of America	19046
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Rws Technology LLC

COVERAGES **CERTIFICATE NUMBER:** 2020 **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:				10/30/2020	10/30/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Info Security Liab	$ 500,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

NH Department of Education
101 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lauren Kennedy

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Ryan Whitcomb Stevens

Summary

More than 20 years programming and application development experience including database, pc applications, web applications, web/cloud/micro services, distributed systems and embedded mobile applications utilizing multiple database disciplines and multiple language disciplines through structured development methodologies.

Computer skills

Languages

- Proficient in: Microsoft Visual C#, Microsoft Visual Basic.NET®, Microsoft Visual Basic®, SQL, T-SQL, HTML, CSS, ASP.NET, WCF, XML, JSON, REST, AJAX, Crystal Reports, LINQ, LINQ to SQL, Entity Framework, Web Services, SSRS, Silverlight, XAML, RIA Services, MVC, SignalR, KnockoutJS, Angular
- Experience with: C#, VB.NET, VB, VBA, .NET FRAMEWORKS 1.0 thru 4.5, .NET Core, ASP.NET, ADO.NET, XML, JavaScript, JQuery, Crystal Reports, CSS, AJAX, MVC, WPF, WCF, Azure, DevOps
- Solid OOP Experience – Encapsulation, Polymorphism, Inheritance, Abstraction

Software

- Database: Microsoft SQL Server 2000 thru 2018, Azure SQL Server, IBM DB2 Universal for iSeries/i5OS and Microsoft Access 2000 thru 2013
- Operating Systems: Microsoft Server 2003/2016 Standard and SBS, Microsoft Windows® XP, Microsoft Windows® Vista, Windows® 7, Windows® 8, Windows® 10
- Tools: Microsoft Visual Studio 2003/2005/2008/2012/2013/2015/2017/2019, Git, Microsoft Blend, Microsoft Visual Source Safe 2005, Microsoft Office 2000-2013, Microsoft Visio, NUnit, MyGeneration, Code Smith, DevForce, CA Harvest SCM, Jira, Microsoft Team Foundation Server, Resharper, Fiddler, LinqPad, VSCode

Experience

Software Contractor 2018-Present
State of New Hampshire, Department of Education

- Designed, developed, coded school district annual financial reporting system (DOE-25) to automate the data collection, validation and aggregation of school district financial data
- Provide application support for Food and Nutrition meal claiming system, implementing claiming rules and validations.
- Provide application support for Grant Management System, with development of new features for the 2019-2020 school year.

Senior Team Lead, Senior Engineering Manager 2015-2018
Tempoe LLC

- Primary responsibilities include leading and mentoring IT and business colleagues
- Additional responsibilities include full application life cycle from gathering user requirements to end user support, with code review, analysis, system architecture, integration, security, technical documents, modeling, coding, testing, debugging, deployment, installation and support for new and existing systems.
- Team management, hiring, project resource scoping, change management.

- Projects include risk assessment, intelligence, underwriting, service integrations, taxes, onboarding, accounting, servicing, payments.

System Development Specialist – Lead Developer 2001-2015

State of New Hampshire – Office of Information Technology

Department of Education 2006 - 2015

- Responsibilities include full application life cycle from gathering user requirements to end user support, with system architecture, integration, security, technical documents, modeling, coding, testing, debugging, deployment, installation and support for new and existing systems in between.
- Additional responsibilities include mentoring software development staff, code review and analysis.
- Adequacy AID System – Lead project developer for automation of the Adequacy AID calculation for education funding of over $500,000,000 annually to municipalities. Prior to this system, manual queries and Excel workbooks were used to calculation Adequacy AID.
- EES (Educator Evaluation System) – Lead project developer in joint effort with vendor. Merged two vendor educator information systems into one as the basis for the Educator Evaluation System. Integrated security with myNHDOE Single Sign On and Department SAU, Districts and Schools into EES. Developed cooperatively with the vendor on the UI for configuring and conducting educator evaluations.
- FNS (Food and Nutrition System) – Lead project developer. Designed/coded/implemented FNS for the School Lunch, Child and Adult Care, Summer Food Service, Special Milk and Fresh Fruit & Vegetable programs. FNS processes applications and reimbursement requests in excess of $40 Million per year for these programs. ASP.NET 4.0.
- GMS (Grants Management System) - Designed/coded/implemented GMS to process flow through dollars to the Local Education Authorities (school administrative units/districts/schools/etc.) as sub-grantees, replacing an antiquated DOS/paper based forms process. The system drastically reduced processing time, increased accuracy and greatly improved perceptions of the DoE. GMS processes over $100 Million yearly in Federal and State grants to the LEAs. Vendors quoted upwards of $1 Million to replace the forms process. Received a service award from the Governor in the fall of 2011 for an estimated $700,000 cost saving to the State. ASP.NET 3.5.
- ESS (Education Statistics System) - Redesigned ESS survey, which originally was a custom vendor survey/input system written in traditional ASP and VB6. It was rewritten in ASP.NET 2.0, then upgraded to ASP.NET 3.5. Designed/coded/implemented several new custom and dynamic surveys, including Arts, School Adequacy, 21st Century. Integrated security with myNHDOE.
- myNHDOE (Single Sign On - Security) and NHEIS (Educator Information System) - Design team member. Worked with vendor on design for integration with existing DoE systems and databases.
- i4see (initiative 4 student excellence and e?) - Designed/coded/implemented enhancements to i4see, which is a student level data collection system. Enhancements included process improvement for flat file input and validation, as well integrated security. Later upgraded integrated security with myNHDOE Upgraded from ASP.NET 1.1 to ASP.NET 2.0, then to ASP.NET 4.0.
- CaTE (Career and Technical Education) - Inherited partially completed vendor system for CaTE that was in development for 7 years but never implemented. Redesigned the system and integrated with existing DoE data systems for data collection and security. Vendor system coded in ASP.NET 1.1. Upgraded to ASP.NET 2.0, then later to ASP.NET 3.5.
- Apprenticeship (Electrical/Plumbing) - Redesigned/coded/implemented ASP.NET 1.1 Apprenticeship web application tracking system to ASP.NET 2.0 using VB.NET & SQL Server 2000.
- Designed/coded/implemented integrated dynamic dashboard web application in ASP.NET 2.0 which provided data analysis, display and drilldown using VB.NET, SQL Server 2000.

Department of Revenue Administration 2001-2006

- Project Lead. Duties included: gathering user requirements, creating application design, application/database coding, system/user testing, implementation, deployment and support.

- Designed/coded document tracking system in VB.NET, integrated with the State's Tax Information Management System (TIMS). Designed/coded Symbol PDA 1D barcode scanning module for data capture on Palm OS.
- Designed/coded pc application to track tobacco taxes for the State of New Hampshire, VB.NET/C#/AS400 DB2.
- Redesigned Access 2000 application in VB.NET using AS400/DB2 to process Low & Moderate Income Homeowner's Property Tax Relief claims.
- Designed and developed pc application to automate the transfer of bank deposit information for the Department of Revenue to the State's Integrated Financial System. VB6/Access 2000.
- Redesigned existing VB6 pc application to process Interest & Dividends Tax Returns and Estimates utilizing 2D barcode (PDF417) technology.
- Project member for the State's e-File Internet tax filing application.

IT Admin/Developer/Support 1999-Present

E&S Insurance Services LLC

- Implemented and maintain Windows 2016 Server file and print network with 10 Windows 10 clients, several network printers and networked fax system.
- Developed commission tracking database using Microsoft Access – On 20th year of service.
- Developed/maintain web presence and secure benefit summary system using ASP.NET 4.0/SQL Server 2016.

Education

New Hampshire Community Technical College – Laconia 2001

Laconia, New Hampshire

- A.S., Computer Science
- 3.94 GPA

New Hampshire Community Technical College – Concord 2002

Concord, New Hampshire

- ASP.NET Web Application Development
- C# Certificate

References

Available on request.