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BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

June 21, 2021

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA) to enter into a contract amendment with OutreachSystems.com Inc. (VC #274150) of Santa Barbara, CA by executing a contract extension, extending the original contract completion date from August 31, 2021 to February 28, 2024 and increasing the price limitation by $35,000 from $87,950 to $122,950 for a Neoserra license, a web-based Client Relationship Management (CRM) software program. Effective upon Governor and Council approval through February 28, 2024. The original contract was approved by the Governor and Executive Council on August 24, 2016, item #46. **100% General Funds**

	FY2022	FY2023
03-22-22-220510-14480000 Division of Economic Development Administration 102-500731 Contracts for Program Services	$17,500	$17,500

EXPLANATION

The Neoserra Client Relationship Management (CMR) software integrates all teams within DED to facilitate more efficient communication and performance measurement of the division. Neoserra is web-based and designed specifically for economic development organizations (EDOs). Neoserra tracks detailed demographic and economic information about an EDO's clients, as well as the assistance provided to these clients. Neoserra is a unique product because it combines a CRM specifically designed for EDOs with a bid match service that assists small businesses in identifying federal contract opportunities. The bid match service is used by procurement technical assistant centers (PTACs) all across the country. PTACs are cooperative programs funded partly by the states and partly by the Department of Defense – Defense Logistics Agency (DLA). The PTAC for New Hampshire is housed at DED and is required by the DLA to offer a bid match service to its clients.

BEA's decision to exercise the contract extension is based on the software's performance to date, and the vast amount of DED's information that is stored within.

100 North Main Street, Suite 100
Concord, New Hampshire 03301
603.271.2341
visitnh.gov nheconomy.com choosenh.com

As the vendor invoices the period of March through February, the agency is requesting an end date to match end of subscription period.

The Department of Information Technology has reviewed and approved this contract, and the Attorney General's office has reviewed and approved the contract extension as to form, substance and execution.

Respectfully Submitted,

Taylor Caswell
Commissioner

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

Denis Goulet
Commissioner

June 14, 2021

Taylor Caswell, Commissioner
State of New Hampshire
Department of Natural and Cultural Resources
172 Pembroke Rd
Concord, NH 03301

Dear Commissioner Caswell:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with OutreachSystems, Inc., of Santa Barbara, California, as described below and referenced as DoIT No. 2016-090A.

> This is a request for the Department of Business and Economic Affairs to exercise a contract renewal option and extend its current contract with OutreachSystems, Inc. through February 28, 2024 for annual subscription services and continued support and maintenance. OutreachSystems provides a web-based client relationship management (CRM) system designed specifically for economic development organizations (EDOs) and a bid match service for federal contract opportunities to the State. The bid match service is used by programs funded partly by states and partly by the Department of Defense – Defense Logistics Agency (DLA).
>
> The extension will increase the contract price by $35,000 from $87,950 to $122,950 for the period of August 31, 2021 through February 28, 2024, effective upon Governor and Council approval.

A copy of this letter should accompany the Agency's submission to the Governor and Executive Council.

Sincerely,

Denis Goulet

DG/IK
DoIT 2016-090A

cc: Nicole Warren, DoIT

STATE OF NEW HAMPSHIRE
The Department of Business and Economic Affairs
OutreachSystems.com Inc.
2016-090
CONTRACT AMENDMENT #1

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2016-090, on August 24, 2019 Item # 46, (herein after referred to as the "Agreement"), OutreachSystems.com (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Business and Economic Affairs (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 per original contract terms;

WHEREAS, The Department of Resources and Economic Development became the Department of Business and Economic Affairs as of July 1, 2017;

WHEREAS, the Department and the Vendor wish to extend the completion date from August 31, 2021 to February 28, 2024;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $35,000 to bring the total contract price to $122,950;

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 (Page 1) by extending the Completion Date from August 31, 2021 to February 28, 2024.

2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $35,000 from $87,950 to $122,950.

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

Table 1

Contract #2016-090 **Statement of Work Section Number**	**AMENDED TEXT**
1.1	Delete State Agency Name and replace with: **1.1 State Agency Name** The Department of Business and Economic Affairs
1.6	Amend the account to 14480000-500731

STATE OF NEW HAMPSHIRE
The Department of Business and Economic Affairs
OutreachSystems.com Inc.
2016-090
CONTRACT AMENDMENT #1

<table>
<tr><td>1.9</td><td>Delete the Contracting Officer for State Agency and replace with Wildolfo Arvelo, Director, Division of Economic Development</td></tr>
<tr><td>4.4</td><td>Delete the State Contract Manager and replace with:

Wildolfo Arvelo, Director, Division of Economic Development
100 North Main Street
Concord, NH 03301
Tel: (603) 568-8485
Email David.N.Pease@livefree.nh.gov</td></tr>
<tr><td>4.5</td><td>Delete the State Program Manager and replace with:

David Pease, New Hampshire Procurement Technical Assistance Center, Program Manager
100 North Main Street
Concord, NH 03301
Tel: (603) 568-8485
Email David.N.Pease@livefree.nh.gov</td></tr>
<tr><td>16</td><td>Delete the table in contract resolution and replace with:
<table>
<tr><th>LEVEL</th><th>Outreach Systems</th><th>STATE</th><th>CUMULATIVE ALLOTTED TIME</th></tr>
<tr><td>Primary</td><td>Colette Williams
Project Manager</td><td>David Pease State Program Manager</td><td>5 Business Days</td></tr>
<tr><td>First</td><td>Colette Williams
COO,
OutreachSystems</td><td>Wildolfo Arvelo
Director, Division of Economic Development</td><td>10 Business Days</td></tr>
<tr><td>Second</td><td>Frank S. Gott,
President</td><td>Taylor Caswell
Commissioner</td><td>15 Business Days</td></tr>
</table></td></tr>
<tr><td>17.10</td><td>Delete NOTICES, TO STATE and replace with:

TO STATE:
DAVID PEASE
NH BEA
100 NORTH MAIN STREET
CONCORD, NH 03301
DAVID.N.PEASE@LIVEFREE.NH.GOV
TEL: (603) 568-8485</td></tr>
<tr><td>Contract # 2016-090 Exhibit A Section Number</td><td>AMENDED TEXT</td></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td></td></tr>
<tr><td></td><td></td></tr>
<tr><td>Contract # 2016-090 Exhibit B Section Number</td><td>AMENDED TEXT</td></tr>
</table>

STATE OF NEW HAMPSHIRE
The Department of Business and Economic Affairs
OutreachSystems.com Inc.
2016-090
CONTRACT AMENDMENT #1

1.2 Delete the table in the contract and replace with:

HOSTED SERVICES	SFY 2017	SFY 2018	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023	Total
Bid Match Annual Subscription (200 clients – 300 starting SFY2022)	$7,250	$7,250	$7,250	$7,250	$7,250	$8,000	$8,000	$52,250
Neoserra One-time set up fee for 30-user licenses	$4,200							$ 4,200
Neoserra Annual Maintenance (30-User)	$9,500	$9,500	$9,500	$9,500	$9,500	$9,500	$9,500	$66,500
Technical Support	Included	Included	Included	Included	Included	Included	Included	Included
Maintenance and Updates	Included	Included	Included	Included	Included	Included	Included	Included
Total	$20,950	$16,750	$16,750	$16,750	$16,750	$17,500	$17,600	$122,950

2 Delete the total of all payments made by the state and replace with:

$122,950

3 Delete the contact for invoices and replace with:

Invoices shall be sent to:
Hallie Pentheny
NH Department of Business and Economic Affairs
100 North Main Street
Concord, NH 03301
Tel: (603) 568-8485
Email Hallie.A.Pentheny@livefree.nh.gov

Table 2 CONTRACT HISTORY 2016-090

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2016-090	Original Contract	8/24/16 #46	August 31, 2021	$87,950
	CONTRACT TOTAL			$87,950

STATE OF NEW HAMPSHIRE
The Department of Business and Economic Affairs
OutreachSystems.com Inc.
2016-090
CONTRACT AMENDMENT #1

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.

Date: 6/21/21

Frank Gott, President & CEO
OutreachSystems.com Inc.

State of New Hampshire

for W. Arvelo

Date: 6/21/21

Wildolfo Arvelo, Director
Division of Economic Development
New Hampshire Department of Business and Economic Affairs

STATE OF NEW HAMPSHIRE
The Department of Business and Economic Affairs
OutreachSystems.com Inc.
2016-090
CONTRACT AMENDMENT #1

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

/s/ Stacie M. Moeser Date: June 25, 2021
State of New Hampshire, Department of Justice

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

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 OUTREACHSYSTEMS.COM is a California Profit Corporation registered to do business in New Hampshire as OUTREACHSYSTEMS.COM INC. on June 24, 2016. 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: **746650**
Certificate Number: **0005384290**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of June A.D. 2021.

William M. Gardner
Secretary of State

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

Corporate Resolution

I, D. Koornwinder, hereby certify that I am duly elected Clerk/Secretary of
(Name)

OutreachSystems. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July
(Month)

1st, 20 20 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That T. Martin P. Carpenter. E. Williams D. Koornwinder. E. Graff (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of OutreachSystems with
(Name of Corporation or LLC)

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: 6/10/21

ATTEST: [signature]
(Name and Title)

OUTRSYS-01 KSUMARAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/11/2021

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
CAL Select Business Unit - HUB International Insurance Services Inc.
40 East Alamar Avenue
Santa Barbara, CA 93105

CONTACT NAME: Karen Hill-Silverman
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: karen.hillsilverman@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Allmerica Financial Benefit Insurance Company	41840
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Outreachsystems.com
5385 Hollister Ave #104
Santa Barbara, CA 93110

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [ ] OCCUR [X]	X		4024041018	8/6/2020	8/6/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			4024041018	8/6/2020	8/6/2021	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)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE / [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A		W23A989386	9/19/2020	9/19/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE- Job: Outreach Systems
Certificate Holder is included as Additional Insured with regard to General Liability when required by written contract, additional insured coverage applies per the attached endorsement form #SB146932F (6-16).

CERTIFICATE HOLDER

Department of Business and Economic Affairs
State of New Hampshire
Attn: Hallie Pentheny
100 North Main Street, Suite 100
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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JDC 46

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF ECONOMIC DEVELOPMENT

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2341 www.nheconomy.com

July 19, 2016

G&C 8/24/2016 #46

Her Excellency, Governor Margaret Wood Hassan
And The Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Economic Development (DED), to enter into **SOLE SOURCE** contract (#2016-090) with OutreachSystems.com, Inc. (VC #274150), Santa Barbara, CA, in the amount of $87,950 to provide a Neoserra license, a web-based Client Relationship Management (CRM) software program, to integrate all programs in DED onto one database upon Governor and Executive Council approval through August 31, 2021. **100% General Funds**

Funds are available as follows pending budget approval for Fiscal Years 2018, 2019, 2020 and 2021, with the authority to adjust encumbrances in each of the State's fiscal years through the Budget Office if needed and justified.

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total
03-35-35-350510-36000000 Economic Development Admin. 102-500674 Contracts for Program Svcs	$20,950	$16,750	$16,750	$16,750	$16,750	**$87,950**

EXPLANATION

At present, programs within DED use different systems and CRM software to track their work. A 2014 performance audit of DED by the Legislative Budget Assistant Audit Division (LBA) recommended that all teams within DED be integrated onto the same CRM system to facilitate more efficient communication and performance measurement of DED as a whole. Neoserra is a web-based CRM system offered by OutreachSystems.com designed specifically for economic development organizations (EDOs). Neoserra tracks detailed demographic and economic information about an EDO's clients, as well as the assistance provided to these clients. Neoserra is a unique product because it combines a CRM specifically designed for economic development organizations with a bid match service that assists small businesses in identifying federal contract opportunities. The bid match service is used by procurement technical assistance centers (PTACs) all across the country. PTACs are cooperative programs funded partly by states and partly by the Department of Defense – Defense Logistics Agency (DLA). The PTAC for New Hampshire is housed in DED and is required by DLA to offer a bid match service to its clients. Neoserra is the only off-the-shelf CRM product that provides both the bid match service DED is required to offer and a CRM with functionality that meets the needs of the other teams within DED. Therefore, it is the only product that can achieve the LBA's recommendation to integrate all teams in DED onto one CRM system. For these reasons, sole source approval of this contract is respectfully requested.

The Department of Information Technology has reviewed and approved this contract, and the Attorney General's office has reviewed and approved the contract as to form, substance, and execution.

Respectfully Submitted,

Carmen Lorentz
Director

Concurred,

Jeffrey J. Rose
Commissioner

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

Denis Goulet
Commissioner

July 6, 2016

Jeffery Rose, Commissioner
State of New Hampshire
Department of Resources and Economic Development
172 Pembroke Road
Concord, NH 03302-1856

Dear Commissioner Rose:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with OutreachSystems.com of Santa Barbara, California, as described below and referenced as DoIT No. 2016-090.

> This is a request for approval to enter into a five year contract for provision of a web-based client relationship management (CRM) system designed specifically for economic development organizations (EDOs) and a bid match service for federal contract opportunities to the State. The CRM system tracks detailed demographic and economic information about EDOs. Funding for the contract is $87,950.00 and the contract shall become effective upon Governor and Executive Council approval and extend through August 31, 2021.

A copy of this letter should accompany the Department of Resources and Economic Development's submission to the Governor and Executive Council.

Sincerely,

Denis Goulet

DG/mh
DoIT 2016-090

cc: Nicole Warren, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF ECONOMIC DEVELOPMENT

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2341 www.nheconomy.com

June 28, 2016

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

Requested Action and Explanation

The Department of Resources and Economic Development, Division of Economic Development requests approval of Contract #2016-090, which is a five-year contract with OutreachSystems.com of Santa Barbara, California in the amount not to exceed $87,950.00. OutreachSystems.com will provide a web-based client relationship management (CRM) system designed specifically for economic development organizations (EDOs). The Contract is funded by general funds in the Division of Economic Development's budget.

Prior Related Actions

For many years, staff within the Division of Economic Development (DED) have used different systems and software packages for CRM. A 2014 performance audit of DED by the Legislative Budget Assistant Audit Division (LBA) recommended that all teams within DED be integrated onto the same CRM system to facilitate more efficient communication and performance measurement of DED as a whole. The government contracting unit within the Division has used Neoserra as its CRM for several years. The goal of this contract is to move all teams in the Division onto Neoserra so that we can comply with the LBA's recommendation to use a single CRM.

Alternatives and Benefits

Neoserra is an off-the-shelf product sold by OutreachSystems.com that combines a CRM specifically designed for economic development organizations with a bid match service that assists small businesses in identifying federal contract opportunities. The bid match service is used by procurement technical assistance centers (PTACs) all across the country. PTACs are cooperative programs funded partly by states and partly by the Department of Defense – Defense Logistics Agency (DLA). The PTAC for New Hampshire is housed in DED (DED's government contracting unit) and is required by DLA to offer a bid match service to its clients.

Neoserra is the only product that provides both the bid match service DED is required to offer and a CRM with functionality that meets the needs of the other four teams within DED. It is the only product that can achieve the LBA's recommendation to integrate all teams in DED onto one CRM system.

Open Standards

The vendor's solution complies with Open Data Formats.

Impact on Other State Agencies and Municipalities

The goal of this contract is to comply with the 2014 LBA audit recommendation to integrate all teams within the Division of Economic Development into a single CRM system.

Supporting Documentation

A copy of the 2014 LBA performance audit of the Division of Economic Development is attached.

Summary of Requested Action

Date of most recently approved AITP: October 18, 2005

AITP Initiative / Project Name: N/A

AITP Initiative / Project Number: N/A

A&E System Request ID: N/A

Requisition Information:

Vendor Name
OutreachSystems.com

Funding Sources and Amounts:

	* Object Code(s)	FY2017	FY2018	FY2019	FY2020	FY2021	Total
STATE	36000000-500674	$20,950	$16,750	$16,750	$16,750	$16,750	$87,950
FEDERAL		0	0	0	0	0	0
OTHER (Specify Source, ie: Registration Fees)		0	0	0	0	0	0
TOTAL		$20,950	$16,750	$16,750	$16,750	$16,750	$87,950

CONTACT PERSON: Carmen Lorentz
Director, Division of Economic Development
172 Pembroke Rd
Concord, NH 03301
Tel (603) 271-2341
Carmen.Lorentz@dred.nh.gov

CERTIFICATION

The undersigned hereby certify that the information in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,

Carmen R. Lorentz
Director, Division of Economic Development

Nicole Warren
IT Manager

Approved by:
Jeffrey J. Rose
Commissioner

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 Resources and Economic Development		1.2 State Agency Address 172 Pembroke Rd, Concord NH 03301	
1.3 Contractor Name OutreachSystems.com		1.4 Contractor Address 5385 Hollister Avenue #104, Santa Barbara CA 93111	
1.5 Contractor Phone Number (805) 967-1280	1.6 Account Number 36000000-500674	1.7 Completion Date August 31, 2021	1.8 Price Limitation $87,950
1.9 Contracting Officer for State Agency Carmen Lorentz, Director, Division of Economic Development		1.10 State Agency Telephone Number 603-271-2341	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Danielle Koornwinder, VP Operations	

1.13 Acknowledgement: State of California County of Santa Barbara

On 23 June 2016, 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

Ashleigh Cresap

[Seal]

ASHLEIGH CRESAP
Commission # 2074079
Notary Public - California
Santa Barbara County
My Comm. Expires Jul 10, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Ashleigh Cresap

1.14 State Agency Signature Date: 6/30/16	1.15 Name and Title of State Agency Signatory Jeffrey Rose, Commissioner

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

By: n/a Director, On:

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

By: Jeanine M. Buenzli On: 8/5/2016

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

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

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

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

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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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 6/22/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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OutreachSystems' initials:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

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 the Vendor 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	OutreachSystems's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable OutreachSystems to perform the services required.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor 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 Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Includes 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

OutreachSystems' initials: _____

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 the Vendor 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	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.
Contracted Vendor/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 vendor must cure the default identified.
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor 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 the Vendor 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 called "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 the Vendor'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 OutreachSystems 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 the Vendor 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 Vendor'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 the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor'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 the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
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 OutreachSystems 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 OutreachSystems. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract. Means a written agreement between both the State and OutreachSystems 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.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software-as-a-Service (SaaS)	The capability provided to the State to use OutreachSystems'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 the Vendor 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 Resources and Economic Development 172 Pembroke Road Concord, NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor 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, OutreachSystems's hardware or exists in any system owned, maintained or otherwise controlled by the State or by OutreachSystems.
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, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the

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	Specifications.
Technical Authorization	Direction to a Vendor, 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.
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
Vendor/ 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.
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	Vendor 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 the Vendor either in paper or electronic format.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
Division of Economic Development Client Relationship Management System
CONTRACT 2016-090 PART 2
INFORMATION TECHNOLOGY PROVISIONS

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Resources and Economic Development ("State"), and OutreachSystems.com ("OutreachSystems"), a California Corporation, having its principal place of business at 5385 Hollister Avenue #104, Santa Barbara CA 93111-2391.

OutreachSystems will provide to the State a client relationship management (CRM) system designed specifically for economic development organizations and a bid match service to assist small businesses in identifying federal contract opportunities. The CRM system will be used by the Division of Economic Development of the Department of Resources and Economic Development (DRED) to track their interactions with businesses in New Hampshire for economic and workforce development purposes. The CRM system will be cloud-based and provide a range of intuitive reporting functions. OutreachSystems is responsible for system set-up and migrating data, hosting, training, and ongoing support and maintenance. The bid match service will be used by the New Hampshire Government Contracting Assistance Center within DRED to assist New Hampshire small businesses in identifying federal contract opportunities.

RECITALS

WHEREAS, the State desires to have OutreachSystems provide a CRM system and bid match service, and associated Services for the State;

WHEREAS, OutreachSystems wishes to provide a CRM system and bid match service.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2016-090) 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

OutreachSystems' initials: _____

Exhibit G- Maintenance and Support Services
Exhibit H- Requirements
Exhibit I- Work Plan
Exhibit J- Software License and Related Terms
Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- The Vendor 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, Department of Resources and Economic Development Contract Agreement 2016-090, Parts 1, 2, and 3.

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 August 31, 2021. The Term may be extended up to August 31, 2024, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term.

OutreachSystems shall commence work upon issuance of a Notice to Proceed by the State.

Time is of the essence in the performance of OutreachSystems'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

OutreachSystems' initials: _____

The State reserves the right, at its discretion, to retain other vendors 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. OutreachSystems shall not be responsible for any delay, act, or omission of such other vendors, except that OutreachSystems shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of OutreachSystems.

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Colette Williams
OutreachSystems
(805) 967-1280 ext 231
colw@outreachsystems.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

OutreachSystems shall assign a Project Manager who meets the requirements of the Contract. OutreachSystems's selection of the Contracted Vendor Project 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 OutreachSystems Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of OutreachSystems's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 OutreachSystems Project 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 OutreachSystems's representative for all administrative and management matters. OutreachSystems's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. OutreachSystems's Project 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. OutreachSystems's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 OutreachSystems shall not change its assignment of OutreachSystems Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of OutreachSystems's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than OutreachSystems Project 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 Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. OutreachSystems shall assign a replacement OutreachSystems Project Manager within ten (10) business days of the departure of the prior OutreachSystems Project Manager, and OutreachSystems shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim OutreachSystems Project 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 OutreachSystems in default and pursue its remedies at law and in equity, if OutreachSystems fails to assign a OutreachSystems Project Manager meeting the requirements and terms of the Contract.

4.2.5 OutreachSystems Project Manager is:

Colette Williams
OutreachSystems
(805) 967-1280 ext 231
colw@outreachsystems.com

4.3 OutreachSystems KEY PROJECT STAFF

4.3.1 OutreachSystems 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-Vendor Response Checklist*. The State may conduct reference and background checks on OutreachSystems Key Project Staff.

The State reserves the right to require removal or reassignment of OutreachSystems'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 OutreachSystems shall not change any OutreachSystems Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of OutreachSystems Key Project Staff will not be unreasonably withheld. The replacement OutreachSystems Key Project Staff shall have comparable or greater skills than OutreachSystems 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 OutreachSystems in default and to pursue its remedies at law and in equity, if OutreachSystems fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with OutreachSystems's replacement Project staff.

4.3.3.1 OutreachSystems Key Project Staff shall consist of the following individuals in the roles identified below:

OutreachSystems's Key Project Staff:

Colette Williams
OutreachSystems
(805) 967-1280 ext 231
colw@outreachsystems.com

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:

Carmen Lorentz
Director, Division of Economic Development

OutreachSystems' initials: _____

172 Pembroke Rd
Concord NH 03301
Tel: (603) 271-2341
Email: Carmen.Lorentz@dred.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 OutreachSystemss;
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:

Camen Lorentz
Director, Division of Economic Development
172 Pembroke Rd
Concord, NH 03301
Tel: (603) 271-2341
Email: Carmen.Lorentz@dred.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

OutreachSystems 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 incarceration for up to 1 year is an authorized penalty. OutreachSystems shall promote and maintain an awareness of the importance of securing the State's information among OutreachSystems's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and OutreachSystems 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

OutreachSystems 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.

OutreachSystems may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. . OutreachSystems must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider OutreachSystems 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

OutreachSystems 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 OutreachSystems 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 OutreachSystems in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of OutreachSystems's written Certification. If the State rejects the Deliverable, the State shall notify OutreachSystems of the nature and class of the Deficiency and OutreachSystems shall correct the Deficiency within the period identified in the Work Plan. If no period for OutreachSystems's correction of the Deliverable is identified, OutreachSystems 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 OutreachSystems of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If OutreachSystems fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require OutreachSystems to continue until the Deficiency is corrected, or immediately terminate the Contract, declare OutreachSystems 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

OutreachSystems shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms.*

OutreachSystems' initials:

7. SERVICES

OutreachSystems 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

OutreachSystems 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

OutreachSystems 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

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

7.4 TRAINING SERVICES

OutreachSystems shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

7.5 MAINTENANCE AND SUPPORT SERVICES

OutreachSystems 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.

7.6 WARRANTY SERVICES

OutreachSystems shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty Services.

8. WORK PLAN DELIVERABLE

OutreachSystems shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. OutreachSystems shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract

Exhibit I: *Work Plan.* The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve OutreachSystems from liability to the State for damages resulting from OutreachSystems's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, OutreachSystems must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of OutreachSystems or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by OutreachSystems to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from OutreachSystems's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

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 OutreachSystems's receipt of a Change Order, OutreachSystems shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

OutreachSystems 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 OutreachSystems'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 OutreachSystems to the State, and the State acceptance of OutreachSystems'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 OutreachSystems.

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all title and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities.

In no event shall the Vendor 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, the Vendor 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. OutreachSystems 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, OutreachSystems 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, OutreachSystems shall not distribute any products containing or disclose any State Confidential Information. OutreachSystems 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 OutreachSystems employees or third party consultants engaged by OutreachSystems.

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.

10.5 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, OutreachSystems 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).* OutreachSystems 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 OutreachSystems's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

OutreachSystems shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to OutreachSystems 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. OutreachSystems shall immediately notify the State if any request, subpoena or other legal process is served upon OutreachSystems regarding the State Confidential Information, and OutreachSystems 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, OutreachSystems 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 OutreachSystems seeks to maintain the confidentiality of its confidential or proprietary information, OutreachSystems must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that OutreachSystems considers the Software and Documentation to be Confidential Information. OutreachSystems 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 OutreachSystems as confidential, the State shall notify OutreachSystems and specify the date the State will be releasing the requested information. At the request of the State, OutreachSystems shall cooperate and assist the State with the collection and review of OutreachSystems's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be OutreachSystems's sole responsibility and at OutreachSystems's sole expense. If OutreachSystems 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 OutreachSystems, without any liability to OutreachSystems.

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 OutreachSystems shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

12.2 OutreachSystems

Subject to applicable laws and regulations, in no event shall OutreachSystems be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and OutreachSystems'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 OutreachSystems'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 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

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

OutreachSystems' initials:

b. Give OutreachSystems 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 OutreachSystems during the period from the date of such notice until such time as the State determines that OutreachSystems has cured the Event of Default shall never be paid to OutreachSystems.

c. Set off against any other obligations the State may owe to the Vendor 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 OutreachSystems 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 The Vendor 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 OutreachSystems. In the event of a termination for convenience, the State shall pay OutreachSystems 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, OutreachSystems 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 OutreachSystems 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 OutreachSystems, the State shall be entitled to pursue the same remedies against OutreachSystems as it could pursue in the event of a default of the Contract by OutreachSystems.

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 OutreachSystems 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, OutreachSystems 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 OutreachSystems and in which the State has an interest;

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

1. In the event of termination of any services or agreement in entirety, OutreachSystems 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, OutreachSystems 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. OutreachSystems 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. OutreachSystems 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 OutreachSystems has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

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

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 OutreachSystems 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 OutreachSystems shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, subcontractors, 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 OutreachSystems of any of its obligations under the Contract nor affect any remedies available to the State against OutreachSystems that may arise from any event of default of the provisions of the contract. The State shall consider OutreachSystems 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 OutreachSystems from assigning the Contract to the successor of all or substantially all of the assets or business of OutreachSystems provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that OutreachSystems should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with OutreachSystems, its successors or assigns for the full remaining term of the Contract; continue under the Contract with OutreachSystems, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to OutreachSystems, 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	OutreachSystems	STATE	CUMULATIVE ALLOTTED TIME
Primary	Colette Williams Project Manager	Carmen Lorentz State Project Manager (PM)	5 Business Days
First	Colette Williams COO, OutreachSystems	Carmen Lorentz Director, Division of Economic Development	10 Business Days
Second	Frank S. Gott, President	Jeffrey Rose 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.

OutreachSystems' initials: _____

17 GENERAL TERMS AND CONDITIONS

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

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"), OutreachSystems 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 OutreachSystems access or attempt to access any information without having the express authority to do so.

c. That at no time shall OutreachSystems 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 OutreachSystems must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by OutreachSystems. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if OutreachSystems 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." OutreachSystems 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
OutreachSystems 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; 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 OutreachSystems 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 OutreachSystems's inability to hire or provide personnel needed for OutreachSystems's performance under the Contract.

OutreachSystems' initials

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 OUTREACHSYSTEMS:	TO STATE:
COLETTE WILLIAMS	CARMEN LORENTZ
OUTREACHSYSTEMS	NH DRED / DED
5385 HOLLISTER AVE #104	172 PEMBROKE RD
SANTA BARBARA, CA 93111-2391	CONCORD, NH 03301
COLW@OUTREACHSYSTEMS.COM	CARMEN.LORENTZ@DRED.NH.GOV
TEL: (805) 967-1280	TEL: (603) 271-2341

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

a. OutreachSystems 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 OutreachSystems applies to its own personal data and non-public data of similar kind.

b. All data obtained by OutreachSystems 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, OutreachSystems is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.

d. Unless otherwise stipulated, OutreachSystems shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to OutreachSystems. 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 OutreachSystems or any party related to OutreachSystems for subsequent use in any transaction that does not include the State.

OutreachSystems' initials:

f. OutreachSystems 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 OutreachSystems 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. OutreachSystems 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. OutreachSystems shall permit its personnel and contractors to access State data remotely only as required to provide technical support. OutreachSystems may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

17.13. Security Incident or Data Breach Notification: OutreachSystems shall inform the State of any security incident or data breach.

a. Incident Response: OutreachSystems 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 OutreachSystems communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

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

c. Breach Reporting Requirements: If OutreachSystems 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, OutreachSystems 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 OutreachSystems.

a. OutreachSystems, 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. OutreachSystems, 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. OutreachSystems 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 OutreachSystems's breach of its contract obligation to encrypt personal data or otherwise prevent its release, OutreachSystems 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 OutreachSystems based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

17.15. Notification of Legal Requests: OutreachSystems 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. OutreachSystems 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: OutreachSystems shall provide reports to the State in a format as specified in the SLA agreed to by both OutreachSystems 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: OutreachSystems 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: OutreachSystems 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. OutreachSystems 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: OutreachSystems 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: OutreachSystems 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 OutreachSystems. For example: virus checking and port sniffing — the State and OutreachSystems shall understand each other's roles and responsibilities.

17.21. Non-disclosure and Separation of Duties: OutreachSystems 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 OutreachSystems. This includes the ability for the State to import or export data to/from other service providers.

17.23. Responsibilities and Uptime Guarantee: OutreachSystems 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 OutreachSystems. 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 OutreachSystems remove from interaction with State any OutreachSystems representative who the State believes is detrimental to its working relationship with OutreachSystems. The State shall provide OutreachSystems 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, OutreachSystems shall immediately remove such individual. OutreachSystems shall not assign the person to any aspect of the contract or future work orders without the State's consent.

OutreachSystems' initials: _____