MAY 03'22 AM 8:56 RCVD

mLC

41

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

Denis Goulet
Commissioner

May 2, 2022

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

REQUESTED ACTION

Authorize the Department of Information Technology, on behalf of the Department of Revenue (DRA), to amend a contract with Innovative Technical Consulting, Inc., (ITC) (Vendor # 266009) Suwanee, GA, by exercising a contract renewal option and by increasing the price limitation by $18,000 from $150,000 to $168,000, extending the completion date from June 30, 2022 to December 31, 2022, for the purpose of providing comprehensive technical support services for the IBM Power 8 Server, effective upon Governor and Executive Council approval through December 31, 2022. The original contract was approved by Governor and Executive Council on December 20, 2017, Item # 43, amended with Governor and Executive Council approval on December 18, 2019, Item # 72 and on December 18, 2020, Item #33.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the Department of Revenue to reimburse DoIT is 100% General Funds. Funds are available in the following account for SFY 2023.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME -ACCTG UNIT NAME CLASS –OBJECT –ACCOUNT DESC	Activity Code	FY 2023	TOTAL AMOUNT
01-03-03-030010-76840000 – DoIT-IT for DRA 046-500465 IT Consultants Non Benefit	03840053	$18,000	$18,000

EXPLANATION

Innovative Technical Consulting will continue to provide comprehensive technical support services for the IBM Power 8 server for the Department of Revenue's legacy Tax Information Management System. Support will include system administrator functions, proactive maintenance and remediation support, and system management. With the

implementation of the Revenue Information Management System (RIMS) this service will eventually be phased out.

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

Respectfully submitted,

Denis Goulet

DoIT ID # 2018-086B
RID # 69018

cc: DoIT Lead – Karen.Sampson@doit.nh.gov

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

Denis Goulet
Commissioner

April 27, 2022

Lindsey M. Stepp, Commissioner
Department of Revenue Administration
State of New Hampshire
109 Pleasant Street
Concord, NH 03301

Dear Commissioner Stepp,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Innovative Technical Consulting, Inc, Suwanee, GA, as described below and referenced as DoIT No. 2018-086C.

The purpose of this amendment is for Innovative Technical Consulting to continue to provide system administrator functions for the IBMi Power 8 supporting the Department of Revenue Administration's legacy Tax Information Management System.

The contract amount will increase by $18,000, from $150,000 to $168,000, and extend for an additional 6 months, effective upon Governor and Executive Council through December 31, 2022.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2018-086C

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
IBMi Power 8 Administrative Support
CONTRACT 2018-086
CONTRACT AMENDMENT 3

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFB #2018-086, on December 20, 2017 Item # 43, and amended on December 18, 2019 Item # 72, and amended on December 18, 2020 Item 33 (herein after referred to as the "Agreement"), Innovative Technical Consulting Inc. (hereinafter referred to as "Vendor" or "ITC") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") on behalf of the Department of Revenue Administration, 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 and the Vendor wish to extend the completion date from June 30, 2022 to December 31, 2022;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $18,000 to bring the total contract price to $168,000;

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 June 30th 2019 to December 31st 2022.

2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $18,000 from $150,000 to $168,000.

Table 2 CONTRACT HISTORY 2018-086

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2018-086	Original Contract	December 20, 2017 Item # 43	December 31, 2019	$60,000
2018-086 Amendment A	1st Amendment	December 18, 2019 Item # 72,	December 31, 2020	$36,000
2018-086 Amendment B	2nd Amendment	December 18, 2020 Item# 33,	June 30, 2022	$54,000
2018-086	3rd Amendment	TBD	December 31, 2022	$18,000
	CONTRACT TOTAL			$168,000

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
IBMi Power 8 Administrative Support
CONTRACT 2018-086
CONTRACT AMENDMENT 3

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: 04/05/2022

Courtney Brown, President
Innovative Technical Consulting, Inc

State of New Hampshire

Date: 4/27/2022

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

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: 05/02/2022

State of New Hampshire, Department of Justice

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
IBMi Power 8 Administrative Support
CONTRACT 2018-086
CONTRACT AMENDMENT 3

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, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that INNOVATIVE TECHNICAL CONSULTING, INC. is a Georgia Profit Corporation registered to do business in New Hampshire as ITC ATLANTA on May 22, 2015. 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: **726578**

Certificate Number: **0005750450**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2022.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
INNOVATIVE TECHNICAL CONSULTING, INC.

I, Ronda Glover, do hereby certify that:

1. I am a duly elected VP of Finance & Administration of Innovative Technical Consulting, Inc.

2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held December 13, 2003.

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

The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the 10th day of March 2022.

VP of Finance & Administration

State of Georgia

County of Fulton

This foregoing instrument was acknowledged before me this 18th day of March (month) 2022,

by Ronda Glover

Shanta S. Wilson
Notary Public / Justice of the Peace

Commission Expires 1/31/2023

SHANTA S. WILSON
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JAN. 31, 2023
FULTON COUNTY, GA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2022

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

StateFarm

Janis Mosley Insurance Agency, LLC
State Farm Insurance
1640 Powers Ferry RD SE #24-125
Marietta, GA 30067

CONTACT NAME: Janis Mosley
PHONE (A/C, No, Ext): 770-575-4981 FAX (A/C, No): 770-575-4982
E-MAIL ADDRESS: Janis.mosley.rmas@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Innovative Technical Consulting Inc
1000 Peachtree Industrial Blvd Ste 263
Suwanee, GA 30024-6737

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			91-AP-J767-3	10/24/2021	10/24/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 500
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		91-GW-S349-1 F	10/24/2021	10/24/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							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)

CERTIFICATE HOLDER

State of New Hampshire, Department of Information Technology
Attn: Chief Information Officer
27 Hazen Drive
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

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

NOV20'20 PM 2:33 RCVD

33

STATE OF NEW HAMPSHIRE

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

Denis Goulet
Commissioner

November 17, 2020

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

REQUESTED ACTION

Authorize the Department of Information Technology, on behalf of the Department of Revenue (DRA), to amend a contract with Innovative Technical Consulting, Inc., (ITC) (Vendor # 266009) Suwanee, GA, by exercising a contract renewal option and by increasing the price limitation by $54,000 from $96,000 to $150,000, for the purpose of providing comprehensive technical support services for the IBM Power 8 Server, effective upon Governor and Executive Council approval through June 30, 2022. The original contract was approved by Governor and Executive Council on December 20, 2017, Item # 43 and amended with Governor and Executive Council approval on December 18, 2019, Item # 72.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the Department of Revenue to reimburse DoIT is 100% General Funds. Funds are available in the following account for SFY 2021 and are anticipated to be available in SFY 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances within the price limitation between fiscal years through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME -ACCTG UNIT NAME CLASS –OBJECT –ACCOUNT DESC	Activity Code	FY 2021	FY 2022	TOTAL AMOUNT
01-03-03-030010-76840000 – DoIT-IT for DRA 046-500465 IT Consultants Non Benefit	03840053	$18,000	$36,000	$54,000

EXPLANATION

Innovative Technical Consulting will continue to provide comprehensive technical support services for the IBM Power 8 server for the Department of Revenue's current Tax Information Management System. Support will include system administrator functions,

proactive maintenance and remediation support, and system management. As an alternative to amending this contract, DoIT could pursue recruiting a full-time employee to perform these functions, however, it has proven more cost effective to contract for these services.

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

Respectfully submitted,

Denis Goulet

DoIT ID # 2018-086B
RID # 55406

cc: DoIT Lead – Karen.Sampson@doit.nh.gov

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
IBMi Power 8 Administrative Support
CONTRACT 2018-086
CONTRACT AMENDMENT 2

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFB #2018-086, on December 20, 2017 Item # 43, and amended on December 18, 2019 Item # 72, (herein after referred to as the "Agreement"), Innovative Technical Consulting Inc. (hereinafter referred to as "Vendor" or "ITC") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") on behalf of the Department of Revenue Administration, 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 and the Vendor wish to extend the completion date from December 31st 2020 to June 30, 2022;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $54,000 to bring the total contract price to $150,000;

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 December 31st, 2020 to June 30, 2022.

2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $54,000 from $96,000 to $150,000.

Table 2 CONTRACT HISTORY 2018-086

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2018-086	Original Contract	December 20, 2017 Item # 43	December 31, 2019	$60,000
2018-086 Amendment A	1st Amendment	December 18, 2019 Item # 72,	December 31, 2020	$36,000
2018-086 Amendment B	2nd Amendment	TBD	June 30, 2022	$54,000
	CONTRACT TOTAL			$150,000

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
IBMi Power 8 Administrative Support
CONTRACT 2018-086
CONTRACT AMENDMENT 2

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: 11/09/2020

Courtney Brown, President
Innovative Technical Consulting, Inc

State of New Hampshire

Date: 11/17/2020

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

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

Approved by the Attorney General

Jill Parlow

Date: 11/19/2020

State of New Hampshire, Department of Justice

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
IBMi Power 8 Administrative Support
CONTRACT 2018-086
CONTRACT AMENDMENT 2

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 INNOVATIVE TECHNICAL CONSULTING, INC. is a Georgia Profit Corporation registered to do business in New Hampshire as ITC ATLANTA on May 22, 2015. 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: **726578**

Certificate Number: **0005040311**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of November A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
INNOVATIVE TECHNICAL CONSULTING, INC.

I, Ronda Glover, do hereby certify that:

1. I am a duly elected VP of Finance & Administration of Innovative Technical Consulting, Inc.

2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held December 13, 2003.

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

The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 10th day of November 2020.

VP of Finance & Administration

State of Georgia

County of Fulton

This foregoing instrument was acknowledged before me this 10th day of November (month) 2020,

by Ronda Glover (Name of Signer)

Shanta S. Wilson

Notary Public / Justice of the Peace

Commission Expires January 31, 2023

SHANTA S. WILSON
MY COMMISSION EXPIRES
NOTARY PUBLIC
JAN 31, 2023
FULTON COUNTY, GA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2020

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

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

PRODUCER

StateFarm

Janis Mosley Insurance Agency, LLC.
1000 Parkwood Cir Se
Suite 140
Atlanta GA 30339

CONTACT NAME: Janis Mosley
PHONE (A/C, No, Ext): 770-575-4981 FAX (A/C, No): 770-575-4982
E-MAIL ADDRESS: Janis.Mosley. RMAS@StateFarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Innovative Technical Consulting, Inc.
1000 Peachtree Industrial Blvd
Suite 263
Suwanee GA 30024

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:			91-AP-J767-3	10/24/2020	10/24/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	91-ET-Q060-5	10/24/2020	10/24/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							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)

Computer Hardware and Software Installation

CERTIFICATE HOLDER

State of NH Department of Information Technology
Attn: Chief Information Officer
27 Hazen Dr.
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

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DEC04'19 AM 8:10 DAS 72 RB

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

Denis Goulet
Commissioner.

December 3, 2019

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

REQUESTED ACTION

Authorize the Department of Information Technology, on behalf of the Department of Revenue (DRA), to enter into a contract amendment with Innovative Technical Consulting, Inc., (ITC) (Vendor # 266009) Suwanee, GA, by exercising a contract renewal option and by increasing the price limitation by $36,000 from $60,000 to $96,000, for the purpose of providing comprehensive technical support services for the IBM Power 8 Server, effective upon Governor and Executive Council approval through December 31, 2020. The original contract was approved by Governor and Executive Council on December 20, 2017, Item # 43.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the Department of Revenue to reimburse DoIT is 100% General Funds. Funds are available as follows for SFY 2020 and SFY 2021 with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME -ACCTG UNIT NAME CLASS –OBJECT –ACCOUNT DESC	Activity Code	FY 2020	FY 2021	TOTAL AMOUNT
01-03-03-030010-76840000 – DoIT-IT for DRA 046-500465 IT Consultants Non Benefit	03840053	$18,000	$18,000	$36,000

EXPLANATION

Innovative Technical Consulting will continue to provide comprehensive technical support services for the IBM Power 8 server for the Department of Revenue's current Tax Information Management System. Support will include system administrator functions, proactive maintenance and remediation support, and system management. As an alternative to amending this contract, DoIT could pursue recruiting a full-time employee to perform these functions, however, it has proven more cost effective to contract for these services.

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

Respectfully submitted,

Denis Goulet

DoIT ID # 2018-086A
RID # 46450

cc: DoIT Lead – Karen.Sampson@doit.nh.gov

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

Denis Goulet
Commissioner

December 3, 2019

Lindsey M. Stepp, Commissioner
Department of Revenue Administration
State of New Hampshire
109 Pleasant Street
Concord, NH 03301

Dear Commissioner Stepp,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Innovative Technical Consulting, Inc, Suwanee, GA, as described below and referenced as DoIT No. 2018-086A.

The purpose of this amendment is for Innovative Technical Consulting to continue to provide system administrator functions and proactive maintenance and remediation for the IBMi Power 8 supporting the Department of Revenue Administration's current Tax Information Management System.

The contract amount will increase by $36,000, from $60,000 to $96,000, and shall become effective upon Governor and Executive Council through December 31, 2020.

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

Sincerely,

Kenneth Dunn FOR

Denis Goulet

DG/ik
DoIT #2018-086A

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
IBMi Power 6 Administrative Support
CONTRACT 2018-086
CONTRACT AMENDMENT 1

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFB # 2018-086, on December 20, 2017 Item # 43 (herein after referred to as the "Agreement"), Innovative Technical Consulting Inc. (hereinafter referred to as "Vendor" or "ITC") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") on behalf of the Department of Revenue Administration, 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 increase the Contract ending date from December 31st 2019 to December 31st 2020;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $36,000 to bring the total contract price to $96,000;

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

WHEREAS, the Department wishes to continue maintenance and support services during transition to Revenue Information Management System (RIMS).

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 December 31st 2019 to December 31st 2020.

2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $36,000 from $60,000 to $96,000.

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

4.

Table 1

Contract #2018-086 EXHIBIT A CONTRACT DELIVERABLES	AMENDED EXHIBIT A CONTRACT DELIVERABLES
Section 1	Delete section 1 and replace with the following; The general scope of the project is to provide administrative support for the IBM Power 8 Server. Innovative Technical Consulting will provide comprehensive technical support services for the Department of Information Technology through December 31, 2020 for the IBM Power 8 Server environment located at 27 Hazen Drive, Concord, NH 03301. The following support services will be provided; • 2nd Level Support of Production, Development and IRS Logical Partitions • Installation and management of PTFs • Management of User Profiles and Security • Management of Backups and Recovery • TCP/IP Configuration Management • LPAR Management • System Management and Consultation • Remote Support of System i Server • Management of SAN storage and tape drives • Management and installation of, firmware updates The following is considered out of scope; • Cost of Hardware and Software procurement • Cost of Hardware and Software maintenance • System Migration

Section 2

Delete Section 2 and replace with the following:

DELIVERABLE REQUIREMENTS

Deliverable requirements that Innovative Technical Consulting will fulfill with this Contract include the following:

Deliverable Requirements Table 2.1

	PROJECT MANAGEMENT
B-1	Conduct quarterly meetings with key Stakeholders
B-2	Provide written status of reported problems and related action plans
	GENERAL REQUIREMENTS
G-1	Provide two (2) operating system upgrades annually
G-2	Provide two(2) performance analysis reports annually
G-3	Provide 2nd level support for three (3) logical partitions (LPARs) including Production, Development and Sandbox
G-4	Review LPAR logs and system messaging daily
G-5	Perform quarterly PTF installation and management
G-6	Assist with trouble shooting errors and issues on the IBM Power 8 server
G-7	Perform MultiFunction Printer (MFP) configuration and customization if necessary
G-8	Assist with WebFOCUS configuration and troubleshooting upgrade issues
G-9	Perform annual upgrades to SAN appliance, disk drives and tape library
	SECURITY REQUIREMENTS
S-1	Contracted employees must execute a Vendor Confidentiality Agreement
S-2	Vendor staff shall not have been convicted of a felony

Contract 2018-086 Exhibit B PRICE AND PAYMENT SCHEDULE

AMENDED TEXT

Section 1.2

Delete section 1.2 and replace with the following:

FUTURE CONTRACTOR RATES

The State and Contractor agree to the following rates in the event the contract is extended as described in Part 2 - Section 2: *CONTRACT TERM*.

Table 1.3: Future Contractor Rates Worksheet

	01/01/2020 - 12/31/2020	01/01/2021 - 12/31/2021	01/01/2022 - 12/31/2022	01/01/2023 - 12/31/2023
IT Support & System Management Services	$36,000.00 Total ($3,000.00 monthly)	$36,000.00 Total ($3,000.00 monthly)	$36,000.00 Total ($3,000.00 monthly)	$36,000.00 Total ($3,000.00 monthly)

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
IBMi Power 6 Administrative Support
CONTRACT 2018-086
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: 11/18/19

Courtney Brown, President
Innovative Technical Consulting, Inc.

Corporate Signature Notarized:

STATE OF Georgia

COUNTY OF Gwinnett

On this the 18 day of Nov, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Notary Public/Justice of the Peace

My Commission Expires: 11/06/2020

(SEAL)

NOTARY PUBLIC Gwinnett County State of Georgia

State of New Hampshire

Date: 11/19/2019

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

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
IBMI Power 6 Administrative Support
CONTRACT 2018-086
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

State of New Hampshire, Department of Justice

Date: 12/2/2019

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 INNOVATIVE TECHNICAL CONSULTING, INC. is a Georgia Profit Corporation registered to do business in New Hampshire as ITC ATLANTA on May 22, 2015. 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: 726578
Certificate Number: 0004618417

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of November A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

November 12, 2019

NOVEMBER 12, 2019

INNOVATIVE TECHNICAL CONSULTING, INC.
1000 Peachtree Industrial Blvd, Suite 263
Suwanee, GA 30024

CERTIFICATE OF AUTHORITY/VOTE
INNOVATIVE TECHNICAL CONSULTING, INC.

I, Ronda Glover, do hereby certify that:

1. I am a duly elected VP of Finance & Administration of Innovative Technical Consulting, Inc.

2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held December 13, 2003.

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

The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12th day of November 2019.

VP of Finance & Administration

State of Georgia

County of Forsyth

This foregoing instrument was acknowledged before me this 15th day of Nov. (month) 2019,

by Ronda Glover (Name of Signer)

Erin Cobb
Notary Public / Justice of the Peace

Commission Expires 01/17/2023

ERIN RUTH COBB
NOTARY PUBLIC
MY COMMISSION EXPIRES JANUARY 17, 2023
FORSYTH COUNTY, GEORGIA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2019

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

State Farm

Janis Mosley Insurance Agency, LLC
State Farm Insurance
1000 Parkwood Circle SE, Suite 140
Atlanta, GA 30339

CONTACT NAME: JANIS MOSLEY
PHONE (A/C, No, Ext): 770-575-4981 FAX (A/C, No): 770-575-4982
E-MAIL ADDRESS: JANIS.MOSLEY.RMAS@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Fire and Casualty Company	25143
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

INNOVATIVE TECHNICAL CONSULTING INC
1000 PTREE IND BLVD STE 263
SUWANEE GA 30024-6737

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			91-B4-C731-3 F	10/24/2019	10/24/2020	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	91-E2-U377-1	10/24/2019	10/24/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							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)

Computer Hardware and Software Installation

Contract number 2018-086

CERTIFICATE HOLDER

State of NH, Department of Information Technology
Attn: Chief Information Officer
27 Hazen Drive
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

LaShawna Giles Digitally signed by LaShawna Giles Date: 2019.11.18 10:13:44 -05'00'

© 1988-2015 ACORD CORPORATION. All rights reserved.

43 DB
mac

STATE OF NEW HAMPSHIRE

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

Denis Goulet
Commissioner

December 6, 2017

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

REQUESTED ACTION

Authorize the Department of Information Technology on behalf of the Department of Revenue (DRA) to enter into a contract with Innovative Technical Consulting, Inc., (Vendor # 266009) Suwanee, GA for the purpose of providing comprehensive technical support services for the IBM Power 6 Server in the amount of $60,000 effective upon Governor and Council's approval through December 31, 2019, with an option to renew up to four (4) years upon consent of both parties and Governor and Executive Council approval.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the Department of Revenue to reimburse DoIT is 100% General Funds. Funds are available as follows for SFY 2018 and SFY 2019 and are contingent upon the availability and continued appropriation of funds for SFY 2020 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME -ACCTG UNIT NAME CLASS –OBJECT –ACCOUNT DESC	FY 2018	FY 2019	FY 2020	TOTAL AMOUNT
01-03-03-030010-76840000 – DoIT-IT for DRA 046-500465 Consultants Job Number - 03840053	$15,000	$30,000	$15,000	$60,000

EXPLANATION

This contract is a result of a competitive solicitation under RFB 2018-086 posted on the NH DAS Purchasing website from 10/21/2017 through 10/31/2017. Innovative Technical Consulting (ITC) was the only vendor who participated in the bid. ITC has provided technical support to the DRA in the past and has provided exemplary service. The DRA recommends awarding the contract to ITC.

Innovative Technical Consulting will provide system administrator functions and proactive maintenance and remediation for the IBMi Power6 supporting the Department of Revenue's Tax Information Management System. ITC's support includes; 2nd level support of production, development and IRS Logical Partitions, Installation and management of PTFS, Managing User profiles, security, backups and recovery, TCP/IP Configuration, System Management and Consultation.

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

Respectfully submitted,

Denis Goulet

Contract 2018-086
RID # 31262

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

Denis Goulet
Commissioner

December 1, 2017

Lindsey Stepp, Assistant Commissioner
Department of Revenue Administration
State of New Hampshire
109 Pleasant Street
Concord, NH 03301

Dear Assistant Commissioner Stepp,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Innovative Technical Consulting, Inc, Suwanee, GA, as described below and referenced as DoIT No. 2018-086.

The Innovative Technical Consulting will provide system administrator functions and proactive maintenance and remediation for the IBMi Power 6 supporting the Department of Revenue's Tax Information System.

The contract amount is $60,000 and shall be effective upon Governor and Council approval through December 31, 2019.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2018-086

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 109 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Innovative Technical Consulting, Inc.		1.4 Contractor Address 1000 Peachtree Industrial Blvd. Ste 263 Suwanee, GA 30024	
1.5 Contractor Phone Number ~~(970) 904-2909~~ CB 404-229-4091	1.6 Account Number 010-003-7684-0300-046-0465	1.7 Completion Date 12/31/2019	1.8 Price Limitation $60,000.00
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner, Department of Information Technology		1.10 State Agency Telephone Number (603) 223-5703	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Courtney Brown	

1.13 Acknowledgement: State of GA, County of Gwinnett

On 11/28/2017 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] M Nicholls, Notary Public
Gwinnett County, State of Georgia
W00270068 Expires Jan 26, 2020

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date: 12/1/2017	1.15 Name and Title of State Agency Signatory Denis Goulet Commissioner and CIO

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

By: Director, On:

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

By: On: 12/4/17

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

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

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

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

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

Contractor Initials CB
Date 11/28/17

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.

Contractor Initials CB
Date 11/28/17

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 CB
Date 11/28/17

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
IBMi Power 6 Administrative Support
CONTRACT 2018-086

TABLE OF CONTENTS

TERMS AND DEFINITIONS 3
1. CONTRACT DOCUMENTS 8
1.1 CONTRACT DOCUMENTS 8
1.2 ORDER OF PRECEDENCE 8
2. CONTRACT TERM 9
3. COMPENSATION 9
3.1 CONTRACT PRICE 9
3.2 NON-EXCLUSIVE CONTRACT 9
4. CONTRACT MANAGEMENT 9
4.1 THE CONTRACTOR'S CONTRACT MANAGER 9
4.2 STATE CONTRACT MANAGER 10
4.3 REFERENCE AND BACKGROUND CHECKS 10
5. DELIVERABLES 10
5.1 CONTRACTOR RESPONSIBILITIES 10
5.2 DELIVERABLES AND SERVICES 10
5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE 11
6. SERVICES 11
7. USE OF STATE'S INFORMATION, CONFIDENTIALITY 11
7.1 USE OF STATE'S INFORMATION 11
7.2 STATE CONFIDENTIAL INFORMATION 11
8. IRS PUBLICATION 1075 COMPLIANCE REQUIREMENTS 12
8.1 PERFORMANCE 12
8.2 CRIMINAL/CIVIL SANCTIONS ..... ERROR! BOOKMARK NOT DEFINED.
8.3 INSPECTION 14
8.4 SURVIVAL 14
9. LIMITATION OF LIABILITY 14
9.1 STATE 14
9.2 CONTRACTOR 15
9.3 STATE'S IMMUNITY 15
9.4 SURVIVAL 15
10. TERMINATION 15
10.1 TERMINATION FOR DEFAULT 15
10.2 TERMINATION FOR CONVENIENCE 16
10.3 TERMINATION FOR CONFLICT OF INTEREST 16
10.4 TERMINATION PROCEDURE 17
11. CHANGE OF OWNERSHIP 18
12. ASSIGNMENT, DELEGATION AND SUBCONTRACTS 18
13. DISPUTE RESOLUTION 19

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
Agreement	A contract duly executed and legally binding.
Authorized Persons	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor 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.
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	Part 1, 2, and 3. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and 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 and its employees, subcontractors, agents and affiliates who are providing the services agreed to under 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.
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 the State's unencrypted non-public data.
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.
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
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.
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.
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
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
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 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
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.

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 the Contractor 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 the Contractor. A security incident may or may not turn into a data breach.
Service	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Contractor	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
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 Information Technology 27 Hazen Drive 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, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
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 Specifications.
TBD	To Be Determined
Term	Period of the Contract from the Effective Date through termination.
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
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.

INTRODUCTION

This Contract is by and between the State of New Hampshire, Department of Information Technology (DOIT), acting on behalf of the Department of Revenue Administration (DRA) and Innovative Technical Consulting, Inc (ITC), a Suwanee, GA Corporation, ("Contractor"), having its principal place of business at 1000 Peachtree Industrial Boulevard, Suite 263, Suwannee, GA.

The State of New Hampshire ("State") desires to contract with ITC to procure remote support services for three logical partitions (LPARS) on the Department of Revenue Administrations IBM Power 6 server.

RECITALS

Whereas the State desires to have the Contractor provide comprehensive administrative support, proactive maintenance and remediation and associated Services for the State;

Whereas the Contractor wishes to provide remote support services for three logical partitions (LPARS) on the Department of Revenue Administrations IBM Power 6 server.

The parties therefore agree as follows:

I. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2018-086) 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- Agency RFP with Addendums, by reference
   - Exhibit F- Vendor Proposal, by reference
   - Exhibit G- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

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

a. State of New Hampshire, DoIT Contract Agreement 2018-086, including Parts 1, 2, and 3;.
b. State of New Hampshire; RFB 2018-086;
c. Vendor Proposal Response to RFB 2018-086 dated 10/31/17.

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 December 31, 2019. The Term may be extended up to four (4) years ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond December 31, 2023, upon approval of Governor and Executive Council.

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

3. COMPENSATION

3.1 CONTRACT PRICE

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

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other 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. the Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor 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 the Contractor.

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Courtney Brown
President
1000 Peachtree Industrial Blvd
Suwannee, GA 30024
Tel: (404) 229-4019
Email: cbrown@itc-atlanta.com

4.2 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:

Karen Sampson, IT Manager
Department of Information Technology
109 Pleasant Street
Concord, NH 03301
Tel: 603-230-5990
Email: Karen.Sampson@doit.nh.gov

4.3 REFERENCE AND BACKGROUND CHECKS

The Contractor 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. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

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

The Contractor 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.

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

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

6. SERVICES

The Contractor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

6.1 ADMINISTRATIVE SERVICES

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

7. USE OF STATE'S INFORMATION, CONFIDENTIALITY

7.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, the Contractor 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)*. The Contractor 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 the Contractor's performance under the Contract.

7.2 STATE CONFIDENTIAL INFORMATION

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor 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. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor 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, the Contractor 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.

8. IRS PUBLICATION 1075 COMPLIANCE REQUIREMENTS

8.1 PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's employees.
(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor

certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(7) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized

inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

8.3 INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

8.4 SURVIVAL

This Contract Agreement Section 8, *IRS Publication 1075 Compliance PUBLICATION 1075 COMPLIANCE REQUIREMENTS Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

9. LIMITATION OF LIABILITY

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

9.2 CONTRACTOR

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor'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 the Contractor'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.

9.3 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.

9.4 SURVIVAL

This Section 9: *Limitation of Liability* shall survive termination or Contract conclusion.

10. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

10.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of the Contractor 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

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

b. Give the Contractor 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 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.

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 the Contractor 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.

10.1.2 The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

10.2 TERMINATION FOR CONVENIENCE

10.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor 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.

10.2.2 During the thirty (30) day period, the Contractor 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.

10.3 TERMINATION FOR CONFLICT OF INTEREST

10.3.1 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 the Contractor 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 the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

10.4 TERMINATION PROCEDURE

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

10.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor 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 the Contractor and in which the State has an interest;
e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
   1. In the event of termination of any services or agreement in entirety, the Contractor 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, the Contractor 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. The Contractor 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. The Contractor 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 the Contractor has surrendered to the State all said property.

11. CHANGE OF OWNERSHIP

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

12. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

12.1 The Contractor 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.

12.2 The Contractor 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 the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

13. 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	Innovative Technical Consulting, Inc.	STATE	CUMULATIVE ALLOTTED TIME
Primary	Courtney Brown, President	Karen Sampson, IT Leader	5 Business Days
First	Courtney Brown, President	Michael O'Neil, ASD Director	10 Business Days
Second	Courtney Brown, President	Denis Goulet, Commissioner	15 Business Days

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

STATE OF NEW HAMPSHIRE
Department of Revenue Administration
IBMi Power 6 Administrative Support
CONTRACT 2018-086
PART 3 – EXHIBIT A
CONTRACT DELIVERABLES

EXHIBIT A: CONTRACT DELIVERABLES

1. INTRODUCTION

The general scope of the project is to provide administrative support for the IBM Power 6 Server.

Innovative Technical Consulting will provide comprehensive technical support services for the Department of Information Technology through December 31, 2019 for the IBM Power 6 Server environment located at 109 Pleasant Street, Concord, NH 03301.

The following support services will be provided;

- 2nd Level Support of Production, Development and IRS Logical Partitions
- Installation and management of PTFs
- Management of User Profiles and Security
- Management of Backups and Recovery
- TCP/IP Configuration Management
- LPAR Management
- System Management and Consultation
- Remote Support of System i Server

The following is considered out of scope;

- Cost of Hardware and Software procurement
- Cost of Hardware and Software maintenance
- System Migration

2. DELIVERABLE REQUIREMENTS

Deliverable requirements that Innovative Technical Consulting will fulfill with this Contract include the following:

Deliverable Requirements Table 2.1

	PROJECT MANAGEMENT
B-1	Conduct quarterly meetings with key Stakeholders
B-2	Provide written status of reported problems and related action plans
	GENERAL REQUIREMENTS
G-1	Provide two (2) operating system upgrades annually
G-2	Provide two(2) performance analysis reports annually
G-3	Provide 2nd level support for three (3) logical partitions (LPARs) including Production, Development and Sandbox
G-4	Review LPAR logs and system messaging daily
G-5	Perform quarterly PTF installation and management

G-6	Assist with trouble shooting errors and issues on the IBM Power 6 server
G-7	Perform MultiFunction Printer (MFP) configuration and customization if necessary
G-8	Assist with WebFOCUS configuration and troubleshooting upgrade issues
	SECURITY REQUIREMENTS
S-1	Contracted employees must execute a Vendor Confidentiality Agreement
S-2	Vendor staff shall not have been convicted of a felony

Remainder of this page intentionally left blank

EXHIBIT B: PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 FIRM FIXED PRICE

This is a Firm Fixed Price (FFP) Contract for the period between the Effective Date through December 31, 2019. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State according to the following payment schedule set forth in table 1 below.

Table 1: Payment Schedule:

Deliverables	Payment Amount
IT Support & System Management Services- FY18 (Effective Date through 12/31/2018)	$2,500.00 monthly
IT Support & System Management Services- FY19 (1/1/19 through 12/31/2019)	$2,500.00 monthly
Total Cost	$60,000.00

Notwithstanding any other provision of this Contract, in no event shall the total payment made by the State exceed $60,000.00. The Contractor must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

1.2 FUTURE CONTRACTOR RATES

The State and Contractor agree to the following rates in the event the contract is extended as described in Part 2 - Section 2: *CONTRACT TERM.*

Table 1.3: Future Contractor Rates Worksheet

	01/01/2020 - 12/31/2020	01/01/2021 - 12/31/2021	01/01/2022 - 12/31/2022	01/01/2023 - 12/31/2023
IT Support & System Management Services	$30,000.00 Total ($2,500.00 monthly)	$30,000.00 Total ($2,500.00 monthly)	$30,000.00 Total ($2,500.00 monthly)	$30,000.00 Total ($2,500.00 monthly)

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in the P-37 General Provisions Block 1.8 ("Price Limitation"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

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

3. INVOICING

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

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

Invoices shall be sent to:
Karen Sampson
Department of Information Technology
109 Pleasant Street
Concord, NH 03301

4. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury/state-vendors/index.htm

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. CREDITS

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

7. PROJECT HOLDBACK

Not applicable

Remainder of this page intentionally left blank

EXHIBIT C: SPECIAL PROVISIONS

There are no changes to the terms outlined in the P-37 General Provisions

Remainder of this page intentionally left blank

EXHIBIT D: ADMINISTRATIVE SERVICES

1. ACCESS/COOPERATION

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

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

2. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the

State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

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

Remainder of this page intentionally left blank

EXHIBIT E: AGENCY RFP WITH ADDENDUMS, BY REFERENCE

The Request for Bid #2018-086 - IBMi Power 6 Administrative Support is hereby incorporated by reference.

Remainder of this page intentionally left blank

EXHIBIT F: VENDOR PROPOSAL, BY REFERENCE

Innovative Technical Consulting's Proposal to RFB 2018-086 IBMi Power 6 Administrative Support dated 10/31/2017 is hereby incorporated by reference as fully set forth herein.

Remainder of this page intentionally left blank

EXHIBIT G: CERTIFICATES AND ATTACHMENTS

Attached are:

a. Contractor's Certificate of Good Standing
b. Contractor's Certificate of Vote/Authority
c. Contractor's Certificate of Insurance
d. Vendor Proposal

Remainder of this page intentionally left blank

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 INNOVATIVE TECHNICAL CONSULTING, INC. is a Georgia Profit Corporation registered to do business in New Hampshire as ITC ATLANTA on May 22, 2015. 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: 726578

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2017.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
INNOVATIVE TECHNICAL CONSULTING, INC.

I, Ronda Glover, do hereby certify that:

1. I am a duly elected VP of Finance & Administration of Innovative Technical Consulting, Inc.

2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held December 13, 2003.

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

The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 30th day of November 2017.

VP of Finance & Administration

State of Georgia

County of Fulton

This foregoing instrument was acknowledged before me this 5 day of December (month) 2017,

by Ronda Glover

ADAWN MICHELE LAW
NOTARY PUBLIC
31, 2020
COUNTY, GA

Adawn Michele Law
Notary Public / Justice of the Peace

Commission Expires Jan 31 2020

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/04/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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

State Farm

Janis Mosley Insurance Agency, LLC
State Farm Insurance
1000 Parkwood Circle SE, Suite 140
Atlanta, GA 30339

CONTACT NAME: JANIS MOSLEY
PHONE (A/C, No, Ext): 770-575-4981 FAX (A/C, No): 770-575-4982
E-MAIL ADDRESS: JANIS.MOSLEY.RMAB@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Fire and Casualty Company	25143
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

INNOVATIVE TECHNICAL CONSULTING INC
1000 PTREE IND BLVD STE 263
SUWANEE GA 30024-8737

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			91-B4-C731-3 F	10/24/2017	10/24/2018	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	91-ER-A525-9	10/24/2017	10/24/2018	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Computer Hardware and Software Installation

CERTIFICATE HOLDER

State of New Hampshire
Department of Information Technology
ATTN: Denis Goulet, Commissioner
27 Hazen Dr. 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

© 1988-2016 ACORD CORPORATION. All rights reserved.

1001488 132849.13 03-18-2016