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State of New Hampshire

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 20, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into an amendment to an existing contract (Contract #8002969) with Coresphere, LLC (VC#336219), Bethesda, MD, for salesforce professional services by extending the completion date from December 31, 2023 to December 31, 2024, with no change to the price limitation of $10,000,000.00 effective upon Governor and Executive Council approval. The original contract (Contract #8002969) was approved by Governor and Executive Council on October 13, 2021, item #97.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract (Contract #8002969) was approved by the Governor and Executive Council on October 13, 2021, item #97.

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued request for information (RFI) 2024-370 on August 16, 2023, with responses due on August 30, 2023. This RFI reached 41 vendors through the NIGP electronic sourcing platform and one additionally sourced vendor. There were thirteen responses received providing updated pricing and identifying new opportunities in the market. Further assessment of responses received, determined that a one-year extension would be in the best interest of the

State in order to prevent service interruptions for projects while building a new Request for Proposal (RFP) to solicit updated rates and improved services that will fit evolving industry needs.

Upon approval, this requested contract amendment with Coresphere, LLC will allow continued support and services for the Department of Information Technology (DoIT) to support the strategic business objectives of State agencies; to create and sustain a secure and reliable information technology environment; and to ensure careful and responsible management of the State's information technology resources. Not providing this service would increase the probability of shortfalls in all agency-secured information technology environments that would likely create data breaches.

The current spend is $0.00, and there are no additional funds requested as the current contract price limitation can support the one-year extension. There are no additional funds requested as the current contract price limitation of $10,000,000.00 can support the one-year extension.

Contract financials	
Original contract price limitation	$10,000,000.00
Less current spend on contract	$0.00
Available balance in price limitation	$10,000,000.00

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Coresphere, LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Denis Goulet
Commissioner

October 31, 2023

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Brite Systems Inc., Spruce Technology, Inc., Deloitte Consulting LLP, Coresphere, LLC, MTX Group , Tech Mahindra Americas Inc., and Sapient Corporation d/b/a Publicis Sapient, as described below and referenced as DoIT No. 2021-081A.

> The purpose of this request is to provide statewide Salesforce Professional Services and for the continued support and services for the Department of Information Technology (DoIT) to support the strategic business objectives of State agencies, to create and sustain a secure and reliable information technology environment, and to ensure careful and responsible management of the State's information technology resources.

> The Total Price Limitation will not change and shall remain $10,000,000, effective upon Governor and Executive Council approval through December 31, 2024.

A copy of this letter must accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2021-081A

cc: Rebecca Bolton, IT Manager

Division of Procurement Support Services
Bureau of Purchase Property

RFI Summary

Gary S. Lunetta
Director
(603) 271-2201

RFI Description	Saleforce Professional Services	Agency	DoIT
RFI#	2024-21	Vendor	Coresphere, LLC
Agent Name	Claudia Roy	RFI Closing	8/30/2023 @ 9:00 AM

Estimated annual spend	$0.00
Estimated term spend (Including 1 year extension)	$0.00
Current price limitation	$10,000,000.00
Available balance in price limitation	$10,000,000.00

Recommendation Summary	
Statewide Contract or Amendment	Amendment
Term of Contract	4.00
Price Limitation	$10,000,000.00
Number of Solicitations Received	13
Number of Sourced bidders	1
Number of NIGP Vendors Sourced	41
Number of non-responsive bidders	29
P-37 Checklist Complete	Yes
D&B Report Attached	NA
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes

Special Notes:	The current price limitation is $10,000,000.00. Based on the current spend of $0.00, there are no additional funds requested as the current contract price limitation can support the one-year extension.

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN CORESPHERE, LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SALESFORCE PROFESSIONAL SERVICES
CONTRACT # 8002969**

This First Amendment (hereinafter referred to as the "Amendment"), dated this __1__ day of December, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Coresphere, LLC (hereinafter referred to as "the Contractor") for Salesforce Professional Services.

WHEREAS, pursuant to an agreement effective October 13, 2021, Item #97, set to expire December 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Salesforce Professional Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

   1.7 December 31, 2024

2. Paragraph 2 as set forth in Exhibit C (Pricing Structure) is deleted in its entirety and replaced with the following:

   2.   Pricing Structure. Contractor shall provide the services at the not-to exceed hourly rates set forth in the table below.

Position	Hourly Rate
Program Manager	$164.80
Scrum Master	$144.20
Salesforce Technical Architect	$180.25
Salesforce Administrator	$108.15
Salesforce Platform Developer	$118.45
Salesforce Data Architect	$133.90
Salesforce Business Analyst	$133.90
Salesforce Training Consultant	$108.15

3. All other provisions of the Agreement, approved by the Governor and Executive Council on October 13, 2021, Item #97, shall remain in full force and effect.

Contractor Initials: SG
Date: 12/1/2023

Coresphere, LLC

By: _Shailesh Gupta_
7FF834DF64EA4A2

Shailesh Gupta
(Print Name)

Title: _Managing Partner_

Date: _12/1/2023_

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: <u>Commissioner</u>
<u>Department of Administrative Services</u>

Date: _12-6-23_

OFFICE OF THE ATTORNEY GENERAL

By: _Duncan A. Edgar_

Duncan A. Edgar
(Print Name)

Title: _Attorney_

Date: _December 5, 2023_

The foregoing contract was approved by the Governor and Council of New Hampshire on

_____

Signed: _____

_____
(Print Name)
Title: _____

Contractor Initials: _SG_
Date: _12/1/2023_

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 CORESPHERE, LLC is a Maryland Limited Liability Company registered to transact business in New Hampshire on October 08, 2020. 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: **853049**

Certificate Number: **0006321554**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of September A.D. 2023.

David M. Scanlan
Secretary of State

c⊕resphere
A Cloud Innovation Company

Limited Partnership or LLC Certification of Authority

I, Shailesh Gupta, hereby certify that I am the Managing Partner and the Managing Member of CoreSphere, LLC limited liability partnership under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I, Nidhi Gupta, hereby certify that I am a Limited Partner and a Member of CoreSphere, LLC limited liability partnership under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

We certify that we are authorized to bind the partnership or LLC. We further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the persons listed above currently occupies the positions indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for sixty (60) days from the date of this Corporate Resolution.

DATED: 12/1/2023   ATTEST: Shailesh Gupta, Managing Partner

SIGNATURE: _____

DATED: 12/1/2023   ATTEST: Nidhi Gupta, Member

SIGNATURE: _Nidhi Gupta_

Note: This authority was/is effective as of 12/1/2023.

10411 Motor City Drive St. 410 ▪ Bethesda ▪ MD 20817 ▪ 301.830.4035 ▪ FAX 301.825.8990

CERTIFICATE OF LIABILITY INSURANCE

	DATE (MM/DD/YYYY)
ACORD®	5/19/2023

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	CONTACT NAME:		
Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC in CA 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	PHONE (A/C, No, Ext): (800) 688-1984		FAX (A/C, No): 312-690-4123
	E-MAIL ADDRESS:		

	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Twin City Fire Insurance Company	29459
INSURED Coresphere, LLC 10411 Motor City Dr Ste 410, Bethesda, MD, 20817	INSURER B : Philadelphia Indemnity Insurance Company	18058
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR	Yes		46SBAVV1795	6/1/2023	6/1/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ✓ HIRED AUTOS ☐ SCHEDULED AUTOS ✓ NON-OWNED AUTOS	Yes		46SBAVV1795	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE	$
							AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability (Errors and Omissions)			PHPK2419402	6/1/2023	6/1/2024	Occurrence/Aggregate	$5,000,000 / $10,000,000

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

Certificate Holder is named as Additional Insured as their interests may appear in regards to general liability

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire, Administrative Services, Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	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 *(signature)*

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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	CONTACT NAME:		
AUTOMATIC DATA PROCESSING INS AGCY 76250875 1 ADP BLVD M/S 625 ROSELAND NJ 07068	PHONE (A/C, No, Ext): (800) 524-7024		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A : Hartford Fire and Its P&C Affiliates		00914
INSURED CORESPHERE, LLC 10411 MOTOR CITY DR STE 410 BETHESDA MD 20817-7007	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE	
							AGGREGATE	
	☐ DED ☐ RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	76 WEG AA2XV9	06/01/2023	06/01/2024	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)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Administrative Services Bureau of Purchase and Property 25 CAPITOL ST CONCORD NH 03301	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 *Susan L. Castaneda*

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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

August 23, 2021

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Coresphere, LLC of Bethesda, MD (Vendor No. 336219), for an aggregate price limitation of $10,000,000.00 among all awarded vendors, for Salesforce Professional Services. The term shall be effective upon Governor and Council approval and ending on December 31, 2023 with the option to extend for two (2) additional one-year extension terms.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, and in collaboration with the Department of Information Technology, issued a request for proposal on February 3, 2021 with responses due on March 3, 2021. There were 11 compliant responses received.

It is the Department's intent to enter into contracts with the 10 highest scoring vendors where through a Request for Quote (RFQ) and Statement of Work (SOW) process the Department of Administrative Services, on behalf of a requesting State agency, will issue RFQ/SOW to all contractors. Each SOW will detail various requirements related to the services, planning and implementation of new projects. The project engagement will be based upon the highest scoring response. Project engagements under the agreements with a dollar value exceeding $10,000 shall be brought before the Executive Council for approval prior to proceeding with the engagements.

As the State's experience and expertise with Salesforce matures, it will expand its Salesforce capabilities and services offered. The production Salesforce environment is centrally managed. The State has implemented an Enterprise Government Model that seeks to establish Standard Operating Procedures (SOP) and processes on the use of third party solutions.

Through the proposed contracts, the State anticipates improvements in the following areas: automating business processes, providing prompt responses to tracking or delivering constituent needs, refining business operations based on access to insightful data, securing information within compliance of State and Federal regulations, and deploying rapid solutions throughout the State of New Hampshire's IT environment.

Enabling these capabilities will often require the use of expert resources that can assist the State to efficiently design, govern, maintain and provide ongoing management of these platforms in a secure, responsible and effective manner. Contracting mechanisms that shorten the "time to value" are needed to procure resources to work with State agencies and IT staff to supplement existing constrained resources that are needed to provide the skills necessary for the State to excel in its Digital Government Initiatives. Based on the foregoing, I am respectfully recommending approval of the contract with Coresphere, LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Bid Description	Salesforce Professional Srvc	Agency:	Statewide
Bid #	RFP 2425-21	Requisition: #	N/A
Agent Name	Paul Rhodes	Bid Closing:	3/3/21 @ 10:00 AM

Tech Mahindra	92.9
CoreSphere	90.9
Deloitte	87.1
MTX Group	86.0
22nd Century	82.6
Spruce Tech	82.5
Catalyst	80.0
Brite Systems	79.7
Publicis Sapient	79.5
Slalom	75.2
AquaLagoon	64.0

Denis Goulet
Commissioner

August 12, 2021

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into seven (10) contracts as described below and referenced as DoIT No. 2021-081.

The ten (10) contracts being requested are for:
1. Brite Systems Inc. of Indianapolis, IN
2. Catalyst Consulting Group, Inc. of Chicago, IL
3. Spruce Technology, Inc. of Clifton, NJ
4. Deloitte Consulting LLP of Concord, NH
5. Coresphere, LLC of Bethesda, MD
6. MTX Group of Albany, NY
7. 22nd Century Technologies, Inc. of Mclean, VA
8. Tech Mahindra Americas Inc. of Plan, TX
9. Sapient Corporation d/b/a Publicis Sapient of Boston, MA
10. Slalom, LLC of Boston, MA

This is a request to enter into a statewide contract with ten (10) vendors to allow agencies to release RFQ's/SOW's for Salesforce Professional Services. These contracts will provide a mechanism for agencies requiring assistance with ongoing and future projects. Currently, all applications are internally focused and used exclusively by State agency personnel; public data submission is currently done through web to case. It is anticipated that as the State's experience and expertise with Salesforce matures, it will expand its Salesforce capabilities and services offered.

The total amount of the ten (10) contracts is not to exceed $10,000,000, and shall become effective upon Governor and Executive Council approval through December 31, 2023.

"Innovative Technologies Today for New Hampshire's Tomorrow"

Denis Goulet
Commissioner

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

A copy of this letter should accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2021-081

cc: Paul Rhodes, DAS

> 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 Administrative Services	1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301
1.3 Contractor Name CoreSphere, LLC	1.4 Contractor Address 10411 Motor City Drive Suite 410 Bethesda, MD 20817

1.5 Contractor Phone Number 301-830-4035	1.6 Account Number Various	1.7 Completion Date December 31, 2023	1.8 Price Limitation $10,000,000.00

1.9 Contracting Officer for State Agency Paul Rhodes, Purchasing Manager	1.10 State Agency Telephone Number 603-271-3350
1.11 Contractor Signature *Shailesh Gupta* Date: 06/28/2021	1.12 Name and Title of Contractor Signatory Shailesh Gupta, Managing Partner
1.13 State Agency Signature Date: 8/23/21	1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner

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

   By: Director, On:

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

   By: On: 8/30/2021

1.17 Approval by the Governor and Executive Council *(if applicable)*   **OCT 1 3 2021**

   G&C Item number: G&C Meeting Date:

DEPUTY SECRETARY OF STATE

Contractor Initials _____
Date 06/28/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

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this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

SPECIAL PROVISIONS

1. Delete Section 13. INDEMNIFICATION in its entirety and substitute with the following:

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph.

The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to 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 subcontractor, delegate, or transferee.

Further, 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 the termination of this Agreement

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EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

This Master Agreement is entered into by and between CoreSphere, LLC (hereinafter referred to as the "Contractor") and the State of New Hampshire (hereinafter referred to as the "State"). The Contractor hereby agrees to provide the State and its agencies with for Salesforce Professional Services in accordance to this Agreement and the terms of Request for Quotes (RFQ)/Statements of Work (SOW) to this Agreement.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

    a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
    b. EXHIBIT A   Special Provisions
    c. EXHIBIT B   Scope of Services
    d. EXHIBIT C   Method of Payment
    e. EXHIBIT D   RFP 2425-21
    f. EXHIBIT E   RFQ/SOW

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37, as modified in Exhibit A, Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) RFQ/SOW Worksheet, and (5) EXHIBIT D "RFP 2425-21."

All RFQ/SOW and Purchase Orders shall be subject solely to the terms of this Contract. In the event of any conflict among the terms or provisions of this Contract and the SOW and Purchase Orders, the terms of this Contract must take precedent.

3. TERM OF CONTRACT

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter through December 31, 2023, a period of approximately two and one-half (2.5) years, unless extended for additional terms.

The Contract may be extended for five (5) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure upon the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven and one-half (7.5) years.

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4. SCOPE OF WORK

All SOWs that are negotiated between the Parties shall be in writing and executed by both Parties and shall.be attached hereto as supplemental Exhibits, and shall be incorporated into, and governed by, this Agreement. A standard template to request a quote is attached (Exhibit E). Contractor must be capable of providing information technology professional services for implementing Salesforce solutions.

Contractor will receive RFQs/SOW from the Department of Administrative Services with a Salesforce Professional Services Scope of Work. Each Scope of Work will detail various requirements related to the planning and implementation of new projects. Each Scope of Work may request Salesforce implementation and experience in varying functional areas or require mandatory expertise. Requests for Services or Deliverables under the Contract will be submitted on behalf of State Agencies in the form of an RFQ/SOW to all contractors. An RFQ/SOW shall not constitute a binding order until a Purchase Order and RFQ/SOW have been approved per the requirements of the Contract.

In cases where special licenses, accreditations or certifications are required by the State, federal or local law or regulation to perform Services of specified job descriptions or RFQ/SOW, Contractor shall provide copies of such license, accreditation or certification within five (5) business days upon award when requested by the State.

Individual RFQs/SOW may include additional contractual requirements, certifications, or approvals that must be satisfied at the time the Purchase Order (PO) is placed or upon delivery. Any federal requirements or additional funding requirements will be defined by the State in the RFQ/SOW and incorporated in Purchase Orders (PO).

I.   STANDARDS FOR FUTURE PROJECTS

i.   USE OF CONTRACTOR SOLUTIONS

- When awarded a project through the RFQ/SOW process, Contractor will provide the services as specified within the RFQ/SOW.
- Contractor shall explicitly state what Salesforce licenses are required as well as any third party applications when responding to a RFQ/SOW.
- Each RFQ/SOW may include requirements about the System Integrator's (SI) experience in implementing a similar solution. Experience shall include requirements that include but are not limited to, how many solutions of a similar nature are implemented and operational, the size and complexity of the project, and any experience with statutory, regulatory, or industry standards. The specific Contractor proposed functionality must be described.

II.   SECURITY AND TESTING

i.   APPLICATION SECURITY

Contractor shall:

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- Develop Software applications based on industry best practices and incorporating information security throughout the Software development life cycle;
- Perform a Code Review prior to release of the application to the State to move it into production. The code Review may be done in a manner mutually agreeable to the Contractor and the State. Copies of the final, remediated results shall be provided to the State for Review and audit purposes;
- Follow Change Control Procedures (CCP) relative to release of code; and
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.

ii. TEST PLANNING AND PREPARATION

Contractor shall meet the State's testing and acceptance requirements. All Testing and Acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data and System preparation for testing, and execution of Unit Testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security Review and testing, and support of the State during user Acceptance Testing (UAT).

Contractor must disclose in their RFQ/SOW responses the scheduling assumptions used in regard to the Using Agency's resource efforts during testing.

Contractor shall certify, in writing, that the Contractor's own staff has successfully executed all prerequisite testing, along with reporting the actual testing results.

The State will commence its testing within five (5) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing.

iii. TESTING

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

Contractor shall adhere to the State's standard methodology described in Table III-C: State Recommended Testing Methodology.

Table III-C: State Recommended Testing Methodology

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Unit Testing	Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.
System Integration Testing	a. Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment. b. Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents. c. The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Contractor supplied Software Solution.
Conversion /Migration Validation Testing	The Conversion/Migration Validation Testing should replicate the entire flow of the converted Data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy Data performs correctly.
Installation Testing	Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.

User Acceptance Testing (UAT)	The User Acceptance Test (UAT) is a Verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.
	a. The Contractor's Project Manager must certify in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.
	b. The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test Data, and expected results, as well as written Certification of the Contractor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities.
	c. UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan
	Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Section 4.12 Warranty Period.
Regression Testing	As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.
	Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.
	a. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

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b. The Contractor shall notify the State no later than five (5) business days from the Contractor's receipt of written notice of the test failure when the Contractor expects the corrections to be completed and ready for retesting by the State. The Contractor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

c. When a programming change is made in response to a problem identified during user testing, a Regression Test Plan should be developed by the Contractor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

   1. Validate that the change/update has been properly incorporated into the program; and

   2. Validate that there has been no unintended change to the other portions of the program.

d. The Contractor shall:

   1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;

   2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and

   3. Manage the entire cyclic process.

e. The Contractor will be expected to execute the Regression Test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such Regression Testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the Regression Tests. In other words, the Contractor will be expected to design and conduct Regression Tests that will identify any unintended

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	consequences of the modification while taking into account Schedule and economic considerations.
Security Review and Testing	IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation. All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and Software and its related Data assets.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.
Access Control	Supports the management of permissions for logging onto a computer or network.
Encryption	Supports the encoding of Data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Digital Signature	Guarantees the unaltered state of a file.
User Management	Supports the administration of computer, application and network accounts within an organization.

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Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Prior to any System being moved into production, Contractor shall provide results of all security testing to the Department of Information Technology for Review and Acceptance. All Software and hardware shall be free of malicious code (malware).

III. GENERAL REQUIREMENTS

i. CONTRACTOR STAFF

The Contractor's Project Manager requires approval of the State prior to award of any RFQ/SOW. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Contractor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed.

The Contractor shall not change key staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Contractor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this Contract.

The State may conduct reference and background checks on the Contractor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Contractor's Project Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the Contractor's Key Project Staff found unacceptable to the State.

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Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Contractor's replacement Project Staff.

The Contractor shall not allow its personnel or subcontractors to store State data on portable devices, including personal computers, except as specified and allowed by the Contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and contractors to access State data remotely only to provide technical support and as specified or required by the contract.

ii. Program Support Roles
   A. **PROJECT MANAGER**
   The Contractor must have, maintain for the duration of this Agreement and engage Project Manager in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Project Manager shall have at least 5+ years of Program/Project Management experience managing a contract and IT project team within the Public Sector or Government environments.
- Strong ability to establish and maintain effective working relationships with associates, subordinates, public officials and other professionals. A very strong verbal, written and presentation skills and an ability to express ideas clearly and concisely both orally and in all forms of communication.
- Certification in the field of Project Management.
- Understanding of Agency business strategies and oversees short and long-term Salesforce strategies for IT infrastructure, operations and Agency IT Plan (AITP), and works with project team to define objectives, research IT requirements, provide cost benefit analysis and directs projects towards the best Salesforce solution.
- Provides input into the design and implementation of project management/infrastructure processes where modifications are beneficial to support project outcomes. This may include items such as deliverable templates, invoice processing, time approval, or sub-team reporting where such infrastructure is not existent or not meeting the needs of the project.
- Demonstrates technical and judgmental skills required to perform project management.
- Provides direction and support for assigned projects (project intake/prioritizations, and workflow and document management) to ensure timely and efficient completion of tasks.
- Assumes responsibility for projects and assigned staff and consultants, including delegation and scheduling of work across agencies and provides timely project progress reviews and feedback to senior leadership in DoIT, Project participants and sponsors.
- Maintain continuous and effective oversight of analysis and coordination efforts, including business analysts to support project mission and objectives.
- Leads analysis as well as project management tasks and activities as needed to move project efforts towards completion.
- Maintains project plan monitoring, control and updates as authorized and approved by DoIT management.

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- Participates in intra- and inter- agency discussions, requiring logical and technological expertise, particularly to share and document information and coordinate with project stakeholders from DoIT and other agencies.
- Continually seeks to improve practices to add quality and value in support of the intended assigned project missions and goals.
- Facilitate ongoing status reporting and conduct periodic project reviews.
- Ability to perform financial management duties – producing bills/invoices and tracking the project budget.
- Maintains a Program Management Schedule that tracks upcoming work, major accomplishments, and risks.
- Ability to manage project staff and ensure that they meet approved project deadlines.

B. Scrum Master

The Contractor must have, maintain for the duration of this Agreement and engage Scrum Master in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Scrum Master shall have at least 5+ years of experience a Salesforce project team within the Public Sector or Governmental environments.
- At least 1 of the following certifications: Certified Scrum Master, PMI Agile Certified Practitioner, Professional Scrum Master II Certification.
- Experience with facilitating Scrum Events and Activities.
- Experience with ensuring the project team and government staff understand the scrum or agile framework that will be used for sprints and releases.
- Experience with leading Scrum or Scrum Sessions.
- Experience with ensuring that the Sprint Stays aligned to Sprint Goals and meets the definition of done.
- Experience with tracking and communicating issues that are discussed during the Daily Scrums or Scrum of Scrum sessions.
- Experience with facilitating Sprint Retrospective and identify areas of improvement.
- Experience with supporting the development team in creating user stories for each sprint.
- Experience in application design and development as well a systems maintenance and operations of a large-scale IT system.
- Experience with maintaining the Scrum Task board or Kanban Board for the development team and government to review the latest status of the sprint.

C. Salesforce Administrator

The Contractor must have, maintain for the duration of this Agreement and engage Salesforce Administrator in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Salesforce Administrator shall have at least 3+ years of experience a Salesforce project team within the Public Sector or Governmental environments.
- Must have Salesforce Certified Administrator certification.
- Experience with setting up organization profiles, configuring User interfaces and configure search settings.

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- Experience with creating and maintaining an enterprise contact list within Salesforce.
- Experience with setting up and managing user profiles, troubleshooting user login issues.
- Experience with deploying lift and shift Salesforce solutions.
- Experience with managing Security and data access based on: restricting logins, determining object access, establish record access controls, manage record access with role hierarchy, deal with record access exceptions, and manage field-level security.
- Experience with customizing Salesforce solutions by creating new custom fields, developing picklists & lookups, establishing page layouts, create record types while maintaining data quality.
- Experience with managing Sales force data based on: importing new records using the import wizards, updating existing records, mass transfer of records between users, cleaning of records/data integrity, backing up data, and maintaining a data dictionary.
- Experience with demonstrating the ability to automate email template responses, workflows, process builder, and establish rules within Salesforces capabilities.
- Experience with developing reports and dashboards within Salesforce based on the following: running and modifying reports, creating new reports, building dashboards using data visualization tools, and exporting data from reports.
- Must have strong business analysis and functional experience, including requirements gathering, creating/deploying solutions to end users, and managing User Acceptance Testing (UAT)/deployment process.
- Experience with the following: deploying Salesforce's solutions within a Government Cloud environment, knowledge (and experience) with Transport Layer Security (TLS) and Secure Sockets Layer (TSL), Salesforce Apex, Salesforce Object Query Language SOQL, Chatter, Salesforce's Lightning Component, VisualForce, Mulesoft, DocGen(Nintex), DevOps and Continuous Integration Tools, GitHub or similar tools.
- Experience with developing the following: Sales force intake solutions, Salesforce Investigation solutions, Salesforce Assessment solutions, Salesforce Service Planning Solutions, Case Management Solutions, Salesforce Reporting solutions, Salesforce Resource Management Solutions, Salesforce Financial Management Solutions, and experience with designing Salesforce UI and UX.

D. Salesforce Platform Developer

The Contractor must have, maintain for the duration of this Agreement and engage as a Salesforce Administrator in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Salesforce Developer shall have at least 3+ years of Salesforce Platform Developer experience with a Salesforce project team within the Public Sector or Governmental environments.
- Must have at least one of the following certifications: Salesforce Platform Certified Develop I, Salesforce Platform Developer II, or Salesforce Platform App Builder.

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- Experience with product development life cycle and software testing, which includes creating unit test cases establishing unit testing protocols and appropriate testing environments, coordinate and execute software testing.
- Experience with deploying lift and shift Salesforce solutions.
- Ability to design, code, test, debug, package and deploy quality scalable and well-documented solutions on the Salesforce solutions.
- Experience with deploying Salesforce's solutions within a Government Cloud environment.
- Successfully document/maintain documentation on application code, application use and flow, and training materials.
- Experience with demonstrating the ability to automate email template responses, workflows, process builder, and establish rules within Salesforce capabilities.
- Experience with: Salesforce design/development, DevOps and Continuous Integration Tools, Salesforce Apex, developing Salesforce mobile solutions, MuleSoft and API programming, Chatter, VisualForce, Salesforce's Lightning Component, JavaScript, C3 or C++, SQL or Data Manipulation Language (DML), Salesforce Object Query Language (SOQL), GitHub or similar tools and code versioning best practices, designing Salesforce UI and UX, and DocGen (Nintex).
- Experience with developing: Salesforce intake solutions, Salesforce Investigation solutions, Salesforce Assessment solutions, Salesforce Service Planning solutions, Salesforce Case Management solutions, Salesforce Reporting solutions, Salesforce Resource Management solutions, and Salesforce Financial Management solutions.

E. Salesforce Technical Architect
The Contractor must have, maintain for the duration of this Agreement and engage as a Technical Architect in any RFQ/SOW in this Agreement with the following minimum qualifications:
- Technical Architect shall have at least 5+ years of Salesforce Technical Architecture experience with a Salesforce project team within the Public Sector or Governmental environments.
- Must have the at least one of the following certifications: Salesforce Certified Application Architect, Salesforce Certified System Architect, or Salesforce Certified Technical Architect.
- Experience with architecting solutions that address security complexities, Dev-Ops, application design/development, and capabilities on the Lightning Platform as part of a functional security model.
- Experience with identifying development-related risks, considerations, and limits for the platform across the architecture.
- Experience with deploying lift and shift Salesforce solutions.
- Understanding of data migration considerations, design trade-offs, and common ETL tools.
- Ability to document and maintain current As-Is and To-Be Salesforce Solutions' Architecture for government review.
- Ability to discuss and demonstrate all aspects of the Salesforce platform, including but not limited to business processes, hosting infrastructure, security,

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integration to other IT systems across the State of New Hampshire's IT Enterprise.
- Experience with Service Oriented Architecture (SOA).
- Understanding of systems architecture and ability to design scalable performance-driven solutions.
- Experience with Salesforce Apex.
- Experience with VisualForce.
- Experience with Salesforce's Lightning Component.
- Experience with JavaScript.
- Experience with deploying Salesforce's solutions within a Government Cloud environment.
- Must have 3+ years of experience with GitHub or similar tools and code versioning best practices.
- Strong knowledge of the SDLC framework.
- Experience with DevOps and Continuous Integration Tools e.g. (Jenkins).
- Experience with MuleSoft or similar tools and API programming.
- Experience with Single Sign-on (SSO) and Security Assertion Markup Language (SAML)
- Experience and knowledge with Transport Layer Security (TLS) and Secure Sockets Layer (TSL).
- Experience with DocGen (Nintex)
- Experience with developing: Salesforce Intake solutions, Salesforce Investigation solutions, Salesforce Assessment solutions, Salesforce Service Planning solutions, Salesforce Case Management solutions, Salesforce Reporting solutions, Salesforce Resource Management solutions, Salesforce financial Management solutions, Salesforce Object Search Language (SOQL, and HTML.

F. Salesforce Data Architect

The Contractor must have, maintain for the duration of this Agreement and engage as a Salesforce Data Architect in any RFQ/SOW in this Agreement with the following minimum qualifications:
- Technical Architect shall have at least 5+ years of Salesforce Data Architecture experience with a Salesforce project team within the Public Sector or Governmental environments.
- Experience in agile deliver.
- Must be a Salesforce certified Data Architecture and Management Designer.
- Experience with Data Modeling/Database Design.
- Experience with large scale Data Migration efforts and Indexing.
- Experience with performing Extract, Transform, Load (ETL) efforts.
- Must maintain data quality, a data dictionary, and As-Is and TO-Be data models (logical and physical) for users to reference.
- Experience with Salesforce Shield for data security.
- Experience with Oracle database.
- Experience with leveraging Master Data Management (MDM) Tools.
- Experience with deploying Salesforce's solutions within a Government Cloud environment.
- Experience with Salesforce Apex.
- Experience with MuleSoft and API programming.

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- Experience with VisualForce.
- Experience with Salesforce's Lightning Component.
- Experience with SQL or Data Manipulation Language (DML).
- Experience with Salesforce Object Query Language (SOQL).
- Experience with GitHub or similar tools and code versioning best practices.
- Experience with JavaScript.
- Experience with Tableau or similar data visualization tool.
- Experience with data analytics, data governance, and Business Intelligence solutions within Salesforce.
- Experience with DocGen (Nintex).
- Experience with developing Salesforce Intake solutions.
- Experience with developing Salesforce Investigation solutions.
- Experience with developing Salesforce Assessment
- Experience with developing Salesforce Service Planning solutions.
- Experience with developing Salesforce Case Management solutions.
- Experience with developing Salesforce Reporting solutions.
- Experience with developing Salesforce Resource Management solutions.
- Experience with developing Salesforce Financial Management solutions.
- Experience and knowledge with Transport Layer Security (TLS) and Secure Sockets Layer (TSL).

G. Salesforce Business Analyst

The Contractor must have, maintain for the duration of this Agreement and engage as a Salesforce Business Analyst in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Salesforce Business Analyst shall have at least 3+ years of Salesforce Business Analyst experience with a Salesforce project team within the Public Sector or Governmental environments.
- Must have the Salesforce Certified Administrator certification.
- Experience in agile delivery.
- Proficient in MS Excel, Word, PowerPoint and Visio.
- Experience with writing user stories, use case, business/IT requirements, and User Acceptance Testing documents.
- Experience with writing manuals and standard operating procedures.
- Experience with developing As-Is and To-Be process.
- Experience with Salesforce Solutions.
- Experience with Tableau or similar data visualization tools.
- Strong knowledge of the SDLC framework.
- Experience with facilitating requirements gathering sessions and problem solving.
- Experience developing reports that meeting Federal Standards.
- Experience with gathering requirements for DocGen (Nintex).
- Experience with gathering requirements for Salesforce Intake solutions.
- Experience with gathering requirements for Salesforce Investigation solutions.
- Experience with gather requirements for Salesforce Assessment solutions.
- Experience with gathering requirements for Salesforce Service Planning solutions.
- Experience with gathering requirements for Salesforce Case Management solutions.

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- Experience with gathering requirements for Salesforce Reporting solutions.
- Experience with gathering requirements for Salesforce Resource Management solutions.
- Experience with gathering requirements for Salesforce Financial management solutions.

H. Salesforce Training Consultant

The Contractor must have, maintain for the duration of this Agreement and engage as a Salesforce Training Consultant in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Salesforce Training Consultant shall have Salesforce Training experience with a Salesforce project team within the Public Sector or Governmental environments.
- Must have Salesforce Certified Administrator certification.
- Proficient in MS Excel, Word, PowerPoint, and Visio.
- Experience with writing user guides and training manuals.
- Experience with Tableau or similar data visualization tool.
- Experience with Learning Management Solutions such as Moodle.
- Experience with training and teaching an audience on Salesforce solutions.
- Strong knowledge of the SDLC framework.
- Experience with gathering training requirements for future training sessions.
- Experience with facilitating requirements gathering sessions and problem solving.
- Experience with providing training on DocGen (Nintex).
- Experience with providing training on Salesforce Intake solutions.
- Experience with providing training on Salesforce Investigation solutions.
- Experience with providing training on Salesforce Assessment solutions.
- Experience with providing training on Salesforce Service Planning solutions.
- Experience with providing training on Salesforce Reporting solutions.
- Experience with providing training on Salesforce Resource Management solutions.

Experience with gathering requirements for Salesforce Financial management solutions.

IV. DELIVERABLES

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in their response to RFQs/SOW. All Deliverables shall be subject to the State's Acceptance as set forth in Testing and Acceptance, herein. Upon its submission of a Deliverable, the Contractor shall represent that it has performed its obligations under the Contract and RFQ/SOW associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

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i.   WRITTEN DELIVERABLES REVIEW

The State will Review RFQ/SOW Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from the Contractor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Contractor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist within RFQs/SOW, the State will notify the Contractor in writing of the Deficiency and the Contractor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Contractor in writing of its Acceptance or rejection thereof.

ii.   SOFTWARE DELIVERABLES

Testing and Acceptance are completed based on the requirements defined herein.

iii.   NON-SOFTWARE DELIVERABLES REVIEW

The State will Review RFQ/SOW Non-Software Deliverables to determine whether any Deficiency exists and notify the Contractor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Contractor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable.

iv.   SOFTWARE LICENSE GRANT

The Software License shall grant the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract.

v.   SOFTWARE AND DOCUMENTATION COPIES

The Contractor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

vi.   RESTRICTIONS

Except as otherwise permitted within, the State agrees not to:

- Remove or modify any program markings or any notice of Contractor's proprietary rights;
- Make programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- Cause or permit reverse engineering, disassembly or recompilation of the programs.

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vii. TITLE

The Contractor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

viii. REMEDIES

If the Contractor fails to correct a Deficiency within the period of time allotted by the State, the Contractor shall be deemed to have committed an Event of Default, pursuant Section 8, State of New Hampshire Terms and Conditions - P-37, General Provisions.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in effect until the Contractor completes the Contract to the satisfaction of the State.

ix. SYSTEM ACCEPTANCE

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

x. WARRANTY PERIOD

The Warranty Period for each project will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Contractor will correct the Deficiency, and a new thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

The Contractor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract and RFQ/SOW.

The Contractor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of the State of New Hampshire's configuration management system.

The Contractor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The Contractor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

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The Contractor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

The Contractor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

xi. WARRANTY SERVICES

The Contractor shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:
- Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- On-site additional Services within four (4) business hours of a request;
- Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State; and
- For all Warranty Services calls, the Contractor shall ensure the following information will be collected and maintained:
  - Nature of the Deficiency;
  - Current status of the Deficiency;
  - Action plans, dates, and times;
  - Expected and actual completion time;
  - Deficiency resolution information;
  - Resolved by;
  - Identifying number i.e. work order number; and
  - Issue identified by.
- The Contractor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
  - Mean time between reported Deficiencies with the Software;
  - Diagnosis of the root cause of the problem; and
  - Identification of repeat calls or repeat Software problems.
- All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Contractor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

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If in the Event of Default, the Contractor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) to declare the Contractor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees within ninety (90) days of notification to the Contractor of the State's intent to request a refund; and 3) to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

xii.   ONGOING SOFTWARE MAINTENANCE AND SUPPORT LEVELS

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation after delivery and the Warranty Period of ninety (90) days through the completion of the Contract term.

The Contractor will not be responsible for maintenance or support for Software developed or modified by the State.

xiii.   MAINTENANCE RELEASES

The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

xiv.   CONTRACTOR RESPONSIBILITY

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

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

- Class A Deficiencies - The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

- Class B & C Deficiencies –The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action;

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The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;

The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:
  i. Nature of the Deficiency;
  ii. Current status of the Deficiency;
  iii. Action plans, dates, and times;
  iv. Expected and actual completion time;
  v. Deficiency resolution information;
  vi. Resolved by;
  vii. · Identifying number i.e. work order number; and
  viii. Issue identified by.

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time Stated above, the Contractor shall be deemed to have committed an Event of Default, pursuant to Section 8: State of New Hampshire Terms and Conditions - P-37. The State reserves the right to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request

xv. ADMINISTRATIVE SPECIFICATIONS

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

The Contractor shall assume all travel and related to include, but not limited to: meals, hotel/housing; airfare, car rentals, car mileage, and out of pocket expenses.

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

The State agency will work with the Contractor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Contractor's staff. If Contractor has specific requirements, they must be included in the Contractor's response to any RFQ/SOW.

Contractor personnel shall provide Services between the Work Hours as identified by the requesting State Agency, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon Agreement with the State Project Manager.

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As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, 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 Contractor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract, Contractor shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors' special utilities. The Contractor shall license back to the State the right to produce, publish, or otherwise use such Software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Contractor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Contractor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Agreement.

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

In consideration for receiving access to and use of the computer facilities, network, licensed or developed Software, Software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or Database Administrator of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:
- Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure;
- Information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority from the State to do so;
- At no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access;
- All Software Licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep

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such Software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or Software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment; and

- If the Contractor is found to be in violation of any of the above-stated rules, the Contractor may face removal from the Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

E-Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Contractor understands and agrees that use of email shall follow State standard policy (available upon request).

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

xvi. FORCE MAJUERE

Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from unforeseeable events beyond the control of such party and without fault or negligence of such party. Such events shall include acts of God, strikes, lock outs, riots, and acts of War, epidemics, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

xvii. STATE CONFIDENTIAL 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 is directly connected to and necessary for the Contractor's performance under the Contract.

The Contractor agrees to maintain the confidentiality of and to 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.

Any disclosure of the State Confidential information shall require 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

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the Contractor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

In the event of unauthorized use or disclosure of the State's Confidential Information, the Contractor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing the information it claims to be confidential or proprietary. The Contractor acknowledges that the State is subject to the Right to Know Law, RSA chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State will notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and Review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor without any State liability to the Contractor.

In the event of a Data Breach, the Contractor shall comply with provisions of NH RSA 359-C.

xviii.   TRANSMISSION OF CONFIDENTIAL DATA

Application Encryption: Contractor attests the applications have been evaluated by an expert knowledgeable in cybersecurity and that said application's encryption capabilities ensure secure transmission via the internet if transmitting data containing confidential data between applications.

Computer Disks and Portable Storage Devices: Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data. Encrypted thumb drives may be used with written exception from the State.

Encrypted Email: Contractor may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Encrypted Web Site: If Contractor is employing the Web to transmit Confidential Data, all data must be encrypted in transit using TLSv1.2 or higher.

File Hosting Services, also known as File Sharing Sites: Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data, without written exception from the State.

Ground Mail Service: Contractor may only transmit Confidential Data via certified ground mail or other delivery service with document/parcel tracking and receipt signature systems, such as UPS or FedEx, within the continental U.S. and when sent to a named individual.

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Open Wireless Networks: Contractor may not transmit Confidential Data via an open wireless network, unless employing a secure method of transmission or remote access, such as a virtual private network (VPN).

Remote User Communication: If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access must be used.

SSH File Transfer Protocol also known as Secure File Transfer Protocol (SFTP): If Contractor is employing an SFTP to transmit Confidential Data, Contractor will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

Wireless Devices: If Contractor is transmitting Confidential Data via wireless devices, all Confidential Data must be encrypted to prevent inappropriate disclosure of information and devices must be password protected.

xix. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor shall retain the Confidential Data for the duration of this Contract. Upon the termination of the Contract, the Contractor shall return the Data in whatever form it may exist to the State within 30 days of the Contract termination. Only upon return of the Data to the State, the Contractor shall destroy the Data unless instructed otherwise by the State.

    i. Retention

Contractor agrees:

- Not to store, transfer or process Confidential Data collected in connection with the services rendered under this Contract and RFW/SOW outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

- Confidential Data will not be stored on personal devices.

- To ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or State Confidential Data for contractor provided systems accessed or utilized for purposes of carrying out this Contract.

- To provide or require security awareness and education for/of its End Users in support of protecting Confidential Data.

- To retain all electronic and hard copies of Confidential Data in a secure location.

- Confidential Data stored in a Cloud must be in a Government Cloud compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All Contractor controlled servers and devices must follow the hardening

standards as outline in NIST 800-123
(https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-123.pdf). As well
as current, updated, and maintained anti-malware utilities (e.g. anti-viral, anti-hacker,
anti-spam, anti-spyware). The environment, as a whole, must have intrusion-detection
· services and intrusion protection services, as well as, firewall protection.

- To cooperate with the State's Chief Information Security Officer (CISO) in the detection
of any security vulnerability of the hosting infrastructure.

ii.   Disposition

- If the Contractor will maintain any Confidential Data on its systems (or its sub-contractor
systems), the Contractor will maintain a documented process for securely disposing of such
data upon request or contract termination. The Contractor will also obtain written
certification for any State of New Hampshire data destroyed by the Contractor or any
subcontractors as a part of ongoing, emergency, and or disaster recovery operations
When no longer in use, electronic media containing State of New Hampshire Confidential.
Data shall be rendered unrecoverable via a secure wipe program in accordance with
industry-accepted standards for secure deletion and media sanitization, or otherwise
physically destroying the media (for example, degaussing) as described in NIST Special
Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards
and Technology, U. S. Department of Commerce.

- The Contractor shall provide the State with written certification, including date and time of
data destruction, asserting that data was destroyed per this Agreement. The written
certification will include all details necessary to demonstrate Confidential Data has been
properly destroyed and validated. Where applicable, regulatory and professional
standards for retention requirements will be jointly evaluated by the State and Contractor
prior to destruction. In the event where the contractor has comingled Confidential Data
and the destruction is not feasible the State and Contractor will jointly evaluate regulatory
and professional standards for retention requirements prior to destruction.

xx.   PROCEDURES FOR SECURITY

1. Contractor agrees to safeguard the Confidential Data received under this Contract, and
any Derivative Data or files, as follows
    a. The Contractor will maintain proper security controls to protect Confidential Data
collected, processed, managed, and/or stored in the delivery of contracted
services.
    b. The Contractor will maintain policies and procedures to protect Confidential Data
throughout the information lifecycle, where applicable, (from creation,
transformation, use, storage and secure destruction) regardless of the media used
to store the data (i.e., tape, disk, paper, etc.).
    c. The Contractor will maintain appropriate authentication and access controls to
contractor systems that collect, transmit, or store Confidential Data where
applicable.
    d. If the Contractor will be sub-contracting any core functions of the Contract and or
RFQ/SOW supporting the services thereunder, the Contractor will ensure End User(s)

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will maintain an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that are equivalent with the obligations imposed on the Contractor by this Agreement.

e. The Contractor will work with the State to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Confidential Data or system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

f. If the State determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the State and is responsible for maintaining compliance with the BAA.

g. In the event of an Incident, Computer Security Incident, or Privacy Breach the Contractor shall make immediate efforts to contain the Incident/Privacy Breach, to minimize any damage or loss resulting from the Incident, Computer Security Incident, or Privacy Breach, as well as, investigate the cause(s) and promptly take measures to prevent future Incidents, Computer Security Incidents, or Privacy Breaches of a similar nature from reoccurring.

h. Contractor agrees to maintain a documented Breach Notification and Incident Response process that complies with the requirements of this Information Security Requirements Exhibit.

i. Contractor must, comply with all applicable state and federal laws relating to the privacy and security of Confidential Data, and safeguard the Confidential Data at a level consistent with the requirements applicable to state and federal agencies. Contractor agrees to establish and maintain appropriate administrative, technical, physical, and organizational safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements that is set forth in the principles of NIST 800-53 (Rev.4).

j. Contractor agrees to use the minimum necessary Confidential Data in performance of this Contract.

k. The Contractor is responsible for ensuring End User compliance with the terms and conditions of the Contract and this Information Security Requirements Exhibit.

l. The State reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided herein, HIPAA, and other applicable laws and Federal regulations until such time as the Confidential Data is disposed of in accordance with this Contract.

2. The State reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided herein, HIPAA, and other applicable State and federal laws and regulations until such time as the Confidential Data is disposed of in accordance with this Contract.

xxi.   LOSS REPORTING

The Contractor must notify the State of any information security events, computer security incidents, or privacy breaches as soon as feasible, but no more than 24 hours after the Contractor has determine that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

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If a suspected or known information security event, computer security incident or privacy breach involves Social Security Administration (SSA) provided data or Internal Revenue Services (IRS) provided Federal Tax Information (FTI), the contractor must notify the State immediately and without delay.

The Contractor must comply with all applicable state and federal laws relating to the privacy and security of Confidential Data, and safeguard the Confidential Data at the level consistent with the requirements applicable to state and federal agencies. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:
   a. Identify Incidents;
   b. Determine if Confidential Data is involved in Incidents;
   c. Report suspected or confirmed Incidents as required in this Information Security Requirements Exhibit;
   d. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents and mitigation measures;
   e. Identify Incident/Breach notification method and timing; and
   f. Address and report Incidents, Computer Security Incidents, Privacy, and/or Breaches that implicate personal information (PI) in accordance with NH RSA 359-C:20 and this Agreement.

5. TERMINATION

a. Termination for Default

Upon the occurrence of any Event of Default, the State may take the following action:

- 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.

b. Termination Procedure

Upon termination of the Contract for any reason, 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.

After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

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

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2. Provide written Certification to the State that Contractor has surrendered to the State all said property.

c. Termination

All RFQ/SOW shall automatically terminate in the event that this Contract terminates for any reason.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications under the terms of this Contract and as described in State RFP #2348-21.

LIMITATION OF LIABILITY
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 for any claims, liabilities, or expenses relating to this Contract shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the monetary limitation contained in this paragraph above, in the event a claim or action is brought against the State in which infringement, violation of Contractor's obligations under the Business Associate Agreement, and/or any third party claims for bodily injury, death, or damage to real or tangible personal property to the extent caused by the

Contractor's negligence or willful misconduct are alleged, the Contractor, at its own expense, shall defend, indemnify and hold harmless the State against all such claims or actions for any expenses, costs or damages, including legal fees and expenses, incurred by the State in connection with such claims or actions.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the Contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

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9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the Using Agency, the Contractor and its employees, and Sub-Contractors (if any), shall sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the Using Agency prior to the start of any work.

10. ADDITIONAL REQUIREMENTS

a. The State requires ten (10) days' advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

b. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

c. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

d. While on State property, Contractor's employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

e. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

f. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

g. TERMS AND DEFINITIONS

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Access Control	Supports the management of permissions for logging onto a computer or network.
Appendix	Supplementary material that is collected and appended at the back of a document.
Authorized User	The Contractor's employees, Contractors, Subcontractors or other agents who have permission to access the State's Personal Data

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	to enable the Contractor to perform the Service required.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, Confidentiality or integrity of personal information maintained by a person or commercial entity.
Certification	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun.
Change Control Procedures (CCP)	Formal process for initiating changes to the proposed Solution or process once development has begun through the use of a Change Request/Order or CR.
Change Management	A process designed to help control the life cycle of strategic, tactical, and operational changes to IT services through standardized procedures. The goal of Change Management is to control risk and minimize disruption to associated IT services and business operations.
Change Order	Consists of changes which range from minor changes to significant changes that drastically alter the project, however, typically formal change requests involve more significant changes and the less impactful changes are made at the project management level. The change order must be made formally, via a written proposal or request form typically, and that changes are not to be implemented until they are formally approved.

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CJIS	Means sensitive information like fingerprints and criminal backgrounds gathered by local, state, and federal criminal justice and law enforcement agencies as defined in the Criminal Justice Information Services (CJIS) Security Policy, a joint program of the FBI, State Identification Bureaus, and CJIS Systems Agency,
Cloud/Cloud Government Environment	Refers to all the cloud computing and virtualization products and solutions that are developed specifically for government organizations and institutions.
Completion Date	End date for the Contract.
Computer Security Incident	Means "Computer Security Incident" as stated in Section 2.1 of NIST Publication 800-61 Rev. 2, Computer Security Incident Handling Guide
Confidential Data	Means all information owned, managed, created, received, from or on behalf of the State that is protected by information security, privacy or confidentiality rules and state and federal laws. This information includes but is not limited to Derivative Data, Protected Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data.
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 Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents.
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.
Contract Managers	The persons identified by the State and the Contractor who shall be responsible for all

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	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.
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 Part 1, P-37 General Provisions - Section 1.8: Price Limitation.
Contractor/Contracted Contractor	The Contractor whose proposal or quote was awarded a Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Cure Period	The thirty (30) day period following written notification of a default within which a Contractor must cure the default identified.
Custom Software	Software developed by the Contractor specifically for a project for the State.
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 Contractor 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.
Deficiencies/Defects	A failure, Deficiency or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is a fully qualified IT consultant provided by the Contractor to the State under the terms of a Contract requirement.
Department	An agency of the State
Department of Administrative Services (DAS)	Responsible for providing innovative leadership, quality statewide management of

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	services, and ensuring an efficient/cost-effective state government.
Department of Health and Human Services (DHHS)	Responsible for the health, safety and well-being of the citizens of New Hampshire. DHHS provides services for individuals, children, families and seniors, and administers programs and services such as mental health, developmental disability, substance abuse, and public health.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Derivative Data	Means data or information based on or created from Confidential Data
DevOps	Is a set of practices that automates the processes between software development and IT teams, in order to build, test, and release software faster and more reliably.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing".
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.
Encryption	Supports the transformation of Data for security purposes.
End User	Means any person or entity (e.g. contractor's employee, business associate, subcontractor, other downstream user) that receives Confidential Data in accordance with the terms of this Contract.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of

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	Enhancements, including, but not limited to, Enhancements produced by Change Orders.
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.
Health Insurance Portability and Accountability (HIPAA)	Means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a System or application for security purposes and the validation of those users.
Incident	Means an act that potentially violates an explicit or implied security policy, which includes successful attempts to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
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,

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	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.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, service, other.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Contractor to begin work on the Contract on a given date and time.
Not to Exceed (NTE)	The total contract value committed by the State of New Hampshire that will not exceed the amount of the Contractor's firm proposal and estimates.
Open Wireless Network	Means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted Confidential Data.
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.

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Personally Identifiable Information (PII)	Means any data that could potentially identify a specific individual. Any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data can be considered PII
Privacy Breach	Means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Project	The planned undertaking regarding the entire subject matter of this Contract, RFQ/SOW and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Contractor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by the Contractor to ensure a successful project.
Project Managers	The persons identified who shall function as the State's and the Contractor'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).
Protected Health Information (PHI)	With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have

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	caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Security Rule	Means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Contractor under the Contract.
Software Deliverables	The Software provided under this Contract and any 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 as a response to this RFP.
Specifications	The written Specifications 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,

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	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.
Standard Operating Procedure (SOP)	Is a set of step-by-step instructions compiled by an organization for users to carry out complex routine operations. SOPs aim to achieve efficiency, quality output and uniformity of performance, while reducing miscommunication within the organization.
State	STATE is defined as: State of New Hampshire Department of Administrative Services 20 Capitol Street Concord, NH 03301 The term "State" shall include all state 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 Contractor. The SOW defines the results that the Contractor 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	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.

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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 Request (CR).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Integrator (SI)	A Contractor that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together, a practice known as system integration. They also solve problems of automation.
TBD	To Be Determined
Term	Period of the Contract from the Effective Date through Contract End Date.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism.
Using Agency	A State of New Hampshire Agency that submitted a request for a quote from vendor(s).
Verification	Supports the confirmation of authority to enter a computer system application or network.
Virtual Private Network (VPN)	Extends a private network across a public network, and enables users to send and receive Data across shared or public networks as if their computing devices were directly connected to the private network.

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Warranty Period	A period of coverage during which the contracted Contractor is responsible for providing a guarantee for products and services delivered as defined in the contract.
Work Hours	Contractor personnel shall provide Services between the Work Hours as identified by the requesting State Agency, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. 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 upon request.
Work Plan	The overall plan of activities for the Project created in accordance with the RFQ/SOW. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project. 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.

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EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide Salesforce Professional services in complete compliance with the terms and conditions of this Agreement and any future Statement of Work awarded to the Contractor. The Contractor acknowledges and agrees that this is a not-to-exceed Agreement with an aggregate price limitation of $10,000,000.00 for all future SOW. This price limitation is shared between multiple vendors, and no funds will be paid to the Contractor once the price limitation is reached. This price limitation is not considered a guaranteed or minimum figure; however it shall be considered a maximum figure for all future SOW from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

Both Parties acknowledge and agree that this Contract shall not be exclusive in any respect.

2. PRICING STRUCTURE

Contractor shall provide the services at the not-to-exceed hourly rates set in the Table below. This pricing for hourly staff or Project staffing shall be effective for the term of this Contract, any extensions thereof and the Statement of Work.

Position	Year 1 Contract Approval – 12/31/21 Hourly Rate Not to Exceed	Year 2 1/1/22 – 12/31/22 Hourly Rate Not to Exceed	Year 3 1/1/23 – 12/31/23 Hourly Rate Not to Exceed
Program Manager	$160.00	$160.00	$164.80
Scrum Master	$140.00	$140.00	$144.20
Salesforce Technical Architect	$175.00	$175.00	$180.25
Salesforce Administrator	$105.00	$105.00	$108.15
Salesforce Platform Developer	$115.00	$115.00	$118.45
Salesforce Data Architect	$130.00	$130.00	$133.90
Salesforce Business Analyst	$130.00	$130.00	$133.90
Salesforce Training Consultant	$105.00	$105.00	$108.15

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3. FUTURE PRICING REQUESTS

The State reserves the right to either seek additional discounts from Contractor or to contract separately for a single purchase, if in the judgment of the State, the Project required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit C Section 2, whether or not such a savings actually occurs.

4. INVOICE

Itemized invoices shall be submitted to the requesting agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

5. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: **https://www.nh.gov/treasury**

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EXHIBIT D

RFP #2425-21 is incorporated here within.

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EXHIBIT E – Salesforce Managed Services RFQ Worksheet/Template

Purpose: To request a proposal from prequalified Salesforce Managed Services vendors for a specific Scope of Work. All Statements of Work shall adhere to this worksheet. All the terms and conditions within the Salesforce Managed Services Contract RFP 2348-21 are applicable to this scope of work.

Salesforce Professional Services Managed Services RFQ	
INFORMATION	
Date: MM/DD/YYYY	**Proposal Due Date:** MM/DD/YYYY
Project Name:	
Agency Supported:	**Submitter:** <Name> <Title> <Contact Information>
Mandatory Expertise or Contractor Qualifications: • Text	

Key Staff Required with Subject Matter Expertise:
• Staff assigned to the following roles shall have knowledge of (X) Programs and experience with (X) requirements
    o Staff Title – Text
    o Staff Title – Text	

Sample Work plan and Methodology Required?	**Key Contractor Staff Resumes Required?**
Compliance Requirements:	
STATEMENT OF WORK	
Project Overview: Describe how the work will meet statutory/regulatory/business requirements for the Agency that is associated with the project.	
Background and Current Processes:	
Assumptions/Risk Mitigation Plan:	
PROJECT DELIVERABLES AND MILESTONES	
Deliverables:	

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Milestones:

INTERFACE REQUIREMENTS
Interfaces Required?
Assumptions/Risk Mitigation Plan

STATE TEAM

SOW Project Manager
    <Name>
    <Title>
    <Contact Information>

Key Team Members
    <Role>
    <Name>
    <Title>
    <Contact Information>
 	
    <Role>
    <Name>
    <Title>
    <Contact Information>

Evaluation Criteria (for SOW awards)

All awards for the SOW will be based on the following criteria. (The agency will select award criteria and point allocations.)

For example purposes only:
1. Ability to meet "Mandatory Expertise or Contractor Qualifications" – 30 Points
2. Ability to meet "Key Staff Required with Subject Matter Expertise" – 20 Points
3. Optional interviews as deemed necessary by the State – 20 Points
4. Total cost – 30 Points

Note: Points must total 100.

Contractor Initials _____

Date 06/28/2021

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, ___Shailesh Gupta___, **hereby certify** that I am the sole Partner, Member or
     (Name)

Manager and the sole officer of ___CoreSphere, LLC___ · a limited liability partnership
     (Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited

liability company under RSA 304-C.

    I certify that I am authorized to bind the partnership or LLC. I further certify that it is

understood that the State of New Hampshire will rely on this certificate as evidence that the

person listed above currently occupies the position indicated and that they have full authority

to bind the partnership or LLC and that this authorization **shall remain valid for sixty (60)**

days from the date of this Corporate Resolution.

┌─ DocuSigned by:

    Shailesh Gupta

└─ 7FF834DF64EA4A2...

DATED: 7/16/2021   **ATTEST:** Shailesh Gupta, Managing Partner

Note: This authority was/is effective as of 6/28/2021   *(Name & Title)*

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CORESPHERE, LLC is a Maryland Limited Liability Company registered to transact business in New Hampshire on October 08, 2020. 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: **853049**

Certificate Number: **0005385506**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of June A.D. 2021.

William M. Gardner
Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2021

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

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

PRODUCER		CONTACT NAME:	
BIN Insurance Holdings, LLC 30 N. LaSalle, 25th Floor, Chicago, IL 60602		PHONE (A/C, No. Ext): (800) 688-1984	FAX (A/C, No): 877-826-9067
		E-MAIL ADDRESS:	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	Philadelphia Indemnity Insurance Company	18058
INSURER B :	Twin City Fire Insurance Company	29459
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Coresphere LLC
10411 Motor City Dr Ste 410, Bethesda, MD, 20817

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	
B	✔ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✔ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Yes		46SBAVV1795	6/1/2021	6/1/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✔ HIRED AUTOS ✔ NON-OWNED AUTOS	Yes		46SBAVV1795	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Errors and Omissions)			PHPK2139638	6/1/2021	6/1/2022	Occurrence/Aggregate	$5,000,000 / $10,000,000

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

Certificate Holder is named as Additional Insured as their interests may appear in regards to general liability

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire, Administrative Services, Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/22/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME:			
AUTOMATIC DATA PROCESSING INS AGCY 76250875 1 ADP BLVD M/S 625 ROSELAND NJ 07068	PHONE (A/C, No, Ext): (800) 524-7024		FAX (A/C, No): (800) 524-4013	
	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			NAIC#
	INSURER A : Hartford Fire and Its P&C Affiliates			00914
INSURED CORESPHERE LLC 10411 MOTOR CITY DR STE 410 BETHESDA MD 20817-7007	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE	
							AGGREGATE	
	☐ DED ☐ RETENTION $							
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		76 WEG AA2XV9	06/01/2021	06/01/2022	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)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire, Administrative Service, Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord NH 03301	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 _Susan L. Castaneda_

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 22, 2021

State of New Hampshire,
Administrative Service,
Bureau of Purchase and Property
25 Capitol Street, Room 102
Concord NH 03301

Account Information:

Policy Holder Details :	CORESPHERE LLC

Contact Us

Business Service Center
Business Hours: Monday – Friday
(7AM – 7PM Central Standard Time)
Phone: (877) 287-1316
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

WLTR005

From:	Sohrab Zibaii
To:	Roy, Claudia
Cc:	Jay Majmudar; Shailesh Gupta; Coresphere Contracts
Subject:	RE: [EXTERNAL] Salesforce Contracts
Date:	Tuesday, July 25, 2023 1:34:40 PM
Attachments:	image001.png
	image002.png
	image003.png
	image004.png

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Claudia,

Thanks for your email. Yes, CoreSphere would like to extend our contract.

Also, we've noticed that a project has not come out on this contract vehicle in quite some time. Can you share any insight on when there might be requirements released under this contract in the coming year?

Please confirm receipt if possible, and let me know if you have any other questions for us.

Thanks

Sohrab Zibaii
Business Development Manager
CoreSphere, LLC | a Cloud Innovation Company
Sohrab.Zibaii@Coresphere.com
Cell: (619) 214-0218
www.coresphere.com
Follow us on LinkedIn, Twitter, Instagram, and Facebook!

From: Roy, Claudia <Claudia.l.Roy@das.nh.gov>
Sent: Tuesday, July 25, 2023 9:43 AM
Subject: [EXTERNAL] Salesforce Contracts
Importance: High

This message is from an EXTERNAL SENDER - be CAUTIOUS of links and attachments. THINK BEFORE YOU CLICK.

Good morning,

I am reviewing the current contracts in place for salesforce professional services and see there is an opportunity to extend for an additional year.

We are obligated to send out an RFI to the public in order to verify we are doing our due diligence to ensure the best price for our taxpayers. While you are not obligated to reply to the RFI, I would like to verify if each of you are interested in extending for an additional year at the same price, terms, and conditions via email.

Please reply to me by 7/31/2023 if you wish to extend or if you wish to not extend your contract after it lapses on 12/31/23.

Thank you for your continued service with the State of New Hampshire.

Claudia Roy
Senior Purchasing Agent

State of New Hampshire
Department of Administrative Services
Division of Procurement & Support Services
25 Capitol Street,
Concord, NH 03301
Email: Claudia.I.Roy@DAS.NH.gov
Phone: (603) 271-2202