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STATE OF NEW HAMPSHIRE

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

Denis Goulet
Commissioner

November 30, 2023

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

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a **Sole Source** contract amendment with SilverTech, Inc., of Manchester, NH 03104 (VC 174355), increasing the Price Limitation by $312,000 from $3,683,640 to $3,995,640, with no change to the completion date, for Web Site Content Strategy and Design services effective upon Governor and Executive Council approval through December 31, 2024. The original contract was approved by Governor and Executive Council on March 27, 2019, Item #28 and most recently amended on April 12, 2023, Item # 53.

Source of Funds: 100% Capital Funds.

Funds are available in the following account for State Fiscal Year 2024.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME - ACCOUNTING UNIT NAME_CLASS- OBJECT - DESC	Activity Code	SFY 24
01-03-03-030030-13090000-Department of Information Technology-Digital Governance Transformation-034-500099-Major IT Systems	N/A	$312,000

EXPLANATION

The original contract was approved by Governor and Council on March 27, 2019, Item #28, amended on October 2, 2019, Item # 23, amended October 22, 2020 with Governor approval, amended on June 16, 2021, Item #69, amended on September 21, 2022 Item #38 and amended on April 12, 2023 Item # 53.

This amendment is **Sole Source** because the increase in price is greater than 10% of the original contract amount. Also, SilverTech, Inc. has successfully completed multiple projects under this contract for the State and has the necessary knowledge to provide the web site support that is needed. SilverTech has done a great job of delivering value both on time and on budget.

This amendment will provide the New Hampshire Department of Information Technology 2080 hours to complete tasks that supply critical web site support to state agencies in an organized, efficient, and secure manner.

The Department of Information Technology is currently working with the Department of Administrative Services on a multi-vendor competitive procurement for many types of web site services, the results of which will come to the Executive Council for approving when ready. We are planning to get this done as soon as possible so that we do not have to bring more sole source SilverTech amendments of this existing agreement before the council.

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

Respectfully Submitted,

Denis Goulet

DG/ik
DoIT #2019-074F
RID: 59870, 71503, 76490, 83068

cc: Kathryn Michener, DoIT
Alan Volpe, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 6

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council on March 27, 2019, Item #28 and amended on October 2, 2019, Item # 23, and amended October 22, 2020 with Governor approval, and amended on June 16, 2021, Item #69, and amended on September 21, 2022, Item #38, and amended on April 12, 2023 Item # 53 (herein after referred to as the "Agreement"), SilverTech, Inc. (hereinafter referred to as "Contractor" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council unless no such approval is required under the circumstances pursuant to State law, rule or policy;

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

WHEREAS, the Department wishes to have the Contractor continue to provide support for the Acquia Web Platform;

WHEREAS, The Vendor agrees to provide support for the Acquia Web Platform;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $312,000 to bring the total contract price to $3,995,640.

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

1. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by $312,000 from $3,683,640 to $3,995,640.

2. Amend Exhibit A Introduction: Statement of Work by adding the following:

   16. SilverTech will provide the New Hampshire Department of Information Technology an additional 2080 hours to complete (on the Acquia Web Platform) tasks that supply critical support to keep the Drupal backend working in an organized, efficient, and secured manner. Cost not to exceed $312,000. Statement of work for this project is supplied in attachment 4.1.

3. Amend Exhibit O: Certificates and Attachments by adding:

   M. Technical Resource: (Defined in Attachment 4.1)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 6

TABLE 2: CONTRACT HISTORY				
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2019-074	Original Contract	March 27, 2019, Item #28	December 31, 2020	$539,640
2019-074 Amendment 1	1st Amendment	October 2, 2019, Item #23	December 31, 2020	$1,000,000
2019-074 Amendment 2	2nd Amendment	October 22, 2020 Governor Approved	December 31, 2022	$373,900
2019-074 Amendment 3	3rd Amendment	June 16, 2021, Item #69	December 31, 2022	$551,150
2019-074 Amendment 4	4th Amendment	Sept. 21, 2022 Item #38	December 31, 2024	$339,750
2019-074 Amendment 5	5th Amendment	April 12, 2023	December 31, 2024	$879,200
2019-074 Amendment 6	6th Amendment	TBD	December 31, 2024	$312,000
			CONTRACT TOTAL	$3,995,640

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 6

CONTRACTOR

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

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

Date: 11/13/23

Yuvraj (Nick) Soggu
President
SilverTech, Inc.

STATE OF NEW HAMPSHIRE

Date: 11/16/23

Denis Goulet
Commissioner
Department of Information Technology

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

Approved by the Attorney General

Duncan A. Edgar

Date: November 22, 2023

State of New Hampshire, Department of Justice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 6

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

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

Attachment M – Technical Resource

State of New Hampshire Department of Information Technology Change Request

Nick Soggu
CEO
603.234.1437
nick.soggu@silvertech.com
196 Bridge Street, Manchester, NH 03104

silvertech

November 7, 2023

Project Purpose

SilverTech, Inc. ("SilverTech") will provide the State of New Hampshire Department of Information Technology ("DoIT") with the equivalent of one (1) full-time resource per week (40 hours/week) to assist with tasks such as, but not limited to:

- Security patches and Drupal upgrades
- Widget and module upgrades and enhancements
- Performance and page speed improvements
- Additional requests to help the DoIT Web Content Management team as necessary
- Help with project management of tasks and activities
- Assistance with the Acquia hosting environment as requested

SilverTech will provide for utilization reporting and invoicing at the end of each calendar month for the number of business days times eight (8) hours per day in that month. The services being rendered will be conducted during normal business hours. It is assumed that this contract will encompass about 2080 hours over a duration of fifty-two (52) weeks, between December 31, 2023, and December 31, 2024, not including holidays.

This group of one (1) FTE equivalent will report to Alan Volpe.

11/13/23
LS

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 SILVERTECH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 02, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 312195

Certificate Number: 0006345333

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of November A.D. 2023.

David M. Scanlan
Secretary of State

SilverTech, Inc.
CONSENT OF DIRECTORS
(In Lieu of a Special Meeting)

The undersigned, being the sole Director of SilverTech, Inc. (the "**Corporation**"), takes the following actions by consent, in lieu of the special meeting of the Board of Directors of the Corporation (the "**Board**"), as permitted by New Hampshire R.S.A. 293-A:8.21:

VOTED: That any and all notice requirements contained in New Hampshire R.S.A. 293-A are hereby waived.

FURTHER
VOTED: That the form, terms, conditions and considerations set forth in the agreement by and between the New Hampshire Department of Information Technology and the Corporation (the "Agreement"), substantially in the form thereto presented to the Board, and the transactions contemplated thereunder, be and hereby are authorized and approved in all material respects, and all other actions or matters necessary and appropriate to give effect to the foregoing, be and the same hereby are in all material respects approved, authorized and adopted by the Board.

FURTHER
VOTED: That Yuvraj (Nick) Soggu is hereby and thereby authorized empowered and directed, on behalf and in the name of the Corporation to execute and deliver the Agreement and to take all such other actions, as they deem necessary or advisable to carry out the intent of the above resolution and transaction contemplated thereby, the execution of any such instruments or documents and the taking of any such action to be conclusive evidence of their having so deemed.

FURTHER
VOTED: That this consent be filed with the records of the Corporation and shall be treated with the same force and effect as if adopted at a duly convened annual meeting of the Board.

Dated: November 13, 2023

Yuvraj (Nick) Soggu, Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2023

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		
Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Pamela Bennett, CIC PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: pamela.bennett@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Allmerica Financial Benefit	41840
INSURED	INSURER B: Hanover Ins Co.	22292
Silvertech Inc. 196 Bridge Street Manchester NH 03104	INSURER C: Hanover American Insurance Co.	36064
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23/24 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:			Z2VH758682	09/18/2023	09/18/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
							Employment Practices	$ 25,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWVH758572	09/18/2023	09/18/2024	~~COMBINED SINGLE LIMIT~~ (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			LHV H760261	09/18/2023	09/18/2024	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WZV9944347	04/24/2023	04/24/2024	[X] PER STATUTE [ ] OTH-ER	(3a. IN NH)
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Technology Professional & Cyber Liability - Claims Made			LHV H760261	09/18/2023	09/18/2024	Limit: Retention: Retro Date: 9/18/2013	1,000,000 10,000

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

Re: DoIT Contract #2019-074 Web Site Design.

CERTIFICATE HOLDER

State of NH; Department of Information Technology
Attn:Chief Information Officer
27 Hazen Drive
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MLC

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

Denis Goulet
Commissioner

March 14, 2023

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

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a Sole Source contract amendment with SilverTech, Inc., of Manchester, NH 03104 (VC 174355), increasing the Price Limitation by $879,200 from $2,804,440 to $3,683,640, for Web Site Content Strategy and Design services effective upon Governor and Executive Council approval through December 31, 2024. The original contract was approved by Governor and Executive Council on March 27, 2019, Item #28 and most recently amended on September 21, 2022, Item #38.

Source of Funds: Funding is a combination of DoIT and Agency Funds. The Dept.of Insurance portion is ARPA funds; 100% Federal, the Dept. of Information Technology is 100% Capital Funds, and the Dept. of Administrative Services portion is 100% General Funds.

Funds are available in the following accounts for State Fiscal Year 2023.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #-DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	Activity Code	SFY 23
02-24-24-241010-26930000-Department of Insurance-ARPA NHID Mod & Efficiency FDS-046-500464-Consultants	00FRF602PH2401A	$270,000
01-03-03-030030-17040000-Department of Information Technology-Digital Governance Transformation-034-500099-Capital Project	N/A	$512,000
01-14-14-140010-21770000-Department of Administrative Svcs.-Granite State Paid Fam Lv. Plan-046-500464-Consultants	N/A	$97,200
Total		$879,200

EXPLANATION

The original contract was approved by Governor and Council on March 27, 2019, Item #28, amended on October 2, 2019, Item # 23, amended October 22, 2020 with Governor approval, amended on June 16, 2021, Item #69 and amended on September 21, 2022.

This amendment is Sole Source because the increase in price is greater than 10%. This amendment allows several agencies to use microsite prototypes previously built by SilverTech to complete website redesign and development. It ensures professional services are secured to support the Web Site Content Strategy and Design services. This amendment will provide for the completion of the following projects:

- SilverTech, will use the existing State website templates to provide content development and deployment services to launch a New Hampshire Insurance Department website on the Drupal-based web platform. SilverTech will also remediate 890 existing PDF documents for ADA compliancy;
- SilverTech will provide the New Hampshire Department of Information Technology 2080 hours to complete (on the Acquia Web Platform) tasks that supply critical support to keep the Drupal backend working in an organized, efficient, and secured manner;
- SilverTech will provide continued support and development services for the Paid Family and Medical Leave (PFML) team to finish content development, develop a dashboard for website analytics, and define responsibilities for ongoing maintenance of the PFML website;
- SilverTech to leverage existing New Hampshire Administrative Services capabilities and build a unified procurement notification application that could be integrated into the State's web platform.

SilverTech, Inc. has successfully completed multiple projects for the State and has the necessary knowledge and desire to work with the State. SilverTech has done a great job of delivering value both on time and on budget.

The Department of Information Technology, the NH Insurance Department, and the Department of Administrative Services, respectfully request approval of this contract amendment.

Respectfully Submitted,

Denis Goulet
Commissioner
Department of Information
Technology

Charles M. Arlinghaus
Commissioner
Department of Administrative Services

Christopher R. Nicolopoulos
Commissioner
NH Insurance Department

DG/ik
DoIT #2019-074E
RID: 59870, 71503, 76490

cc: Alan Volpe, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 5

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

WEB SITE DESIGN

DoIT 2019-074

AMENDMENT 5

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 5

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council on March 27, 2019, Item #28 and amended on October 2, 2019, Item # 23, and amended October 22, 2020 with Governor approval, and amended on June 16, 2021, Item #69, and amended on September 21, 2022, Item #38, (herein after referred to as the "Agreement"), SilverTech, Inc. (hereinafter referred to as "Contractor" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council unless no such approval is required under the circumstances pursuant to State law, rule or policy;

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

WHEREAS, the Department wishes to have the Contractor assist with Web Site Content Strategy and Design services;

WHEREAS, The Vendor agrees to provide Web Site Content Strategy and Design Services;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $879,200 to bring the total contract price to $3,683,640.

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

1. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by $879,200 from $2,804,440 to $3,683,640.

2. Exhibit A Introduction: Statement of Work is updated by adding the following:

    12. SilverTech, will use the existing State website templates to provide content development and deployment services to launch a New Hampshire Insurance Department website on the Drupal-based web platform. SilverTech will also remediate 890 existing PDF documents for ADA compliancy. Cost not to exceed $270,000. Funding is from NHID ARPA funds. Statement of work for this project is supplied in attachment 3.1.

    13. SilverTech will provide the New Hampshire Department of Information Technology 2080 hours to complete (on the Acquia Web Platform) tasks that supply critical support to keep the Drupal backend working in an organized, efficient, and secured manner. Cost not to exceed $312,000. Funding is from

DoIT Digital Government funds. Statement of work for this project is supplied in attachment 3.2.

14. SilverTech will provide continued support and development services for the Paid Family and Medical Leave (PFML) team to finish content development, develop a dashboard for website analytics, and define responsibilities for ongoing maintenance of the PFML website. Cost not to exceed $97,200. Funding is from DAS funds. Statement of work for this project is supplied in attachment 3.3.

15. SilverTech to leverage existing New Hampshire Administrative Services capabilities and build a unified procurement notification application that could be integrated into the State's web platform. Cost not to exceed $200,000. Funding for this is from the DoIT Digital Government funds. Statement of work for this project is supplied in attachment 3.4.

3. Pricing and invoice information for Projects 12-15 is set forth as attachments to this contract. Pricing will be effective for the Term of this Contract, and any extensions thereof.

4. Exhibit O: Certificates and Attachments

Amend Exhibit O: Certificates and Attachments by replacing with:

Attached are:

A. Contractor's Certificate of Good Standing
B. Contractor's Certificate of Vote/Authority
C. Contractor's Certificate of Insurance
D. NHES Statement of Work: Website Rebuild (Defined in Attachment 1.1)
E. DOT Statement of Work (Defined in Attachment 1.2)
F. DOC Statement of Work: Website Rebuild (Defined in Attachment 2.1)
G. DAS Statement of Work - PFML Microsite (Defined in Attachment 2.2)
H. DOJ Statement of Work - Website Rebuild (Defined in Attachment 2.3)
I. NH Insurance Department Statement of Work: Website Rebuild (Defined in Attachment 3.1)
J. Contractor's Statement of Work: Drupal Backend Service and Maintenance (Defined in Attachment 3.2)
K. PFML Continued Work Statement of Work (Defined in Attachment 3.3)
L. Procurement Application development: (Defined in Attachment 3.4)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 5

TABLE 2: CONTRACT HISTORY

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2019-074	Original Contract	March 27, 2019, Item #28	December 31, 2020	$539,640
2019-074 Amendment 1	1st Amendment	October 2, 2019, Item #23	December 31, 2020	$1,000,000
2019-074 Amendment 2	2nd Amendment	October 22, 2020 Governor Approved	December 31, 2022	$373,900
2019-074 Amendment 3	3rd Amendment	June 16, 2021, Item #69	December 31, 2022	$551,150
2019-074 Amendment 4	4th Amendment	Sept. 21, 2022 Item #38	December 31, 2024	$339,750
2019-074 Amendment 5	5th Amendment	TBD	December 31, 2024	$879,200
			CONTRACT TOTAL	$3,683,640

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 5

CONTRACTOR

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

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

Date: 3/16/23

Yuvraj (Nick) Soggu
President
SilverTech, Inc.

STATE OF NEW HAMPSHIRE

Date: 3/23/2023

Denis Goulet
Commissioner
Department of Information Technology

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

Approved by the Attorney General

/s/ Stacie M. Moser

Date: 03/30/2023

State of New Hampshire, Department of Justice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 5

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

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

WEB SITE DESIGN

DoIT # 2019-074

CONTRACT AMENDMENT 5

NHID_Website SOW - Website Rebuild Attachment 3.1

State of New Hampshire Insurance Department

Statement of Work

February 6, 2023

silvertech

Nick Soggu
CEO
Office: 603.669.6600
Mobile: 603.234.1437
nick.soggu@silvertech.com
196 Bridge Street Manchester, NH 03104

WWW.SILVERTECH.COM →

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45316/03

Assumptions & Project Purpose

The State of New Hampshire Insurance Department ("NHID") is looking to rebuild their current website to be more user friendly and easier to navigate. SilverTech will work with NHID to define team members and establish an approval process, communication strategy, defined project plan, and timeline for the project.

Goals, Business Drivers and Success Criteria

- Implement a citizen-centric design to increase productivity for NHID audiences
- Establish a unified website brand for NHID
- Create a citizen-centric web presence that is the recognized statewide informational portal for public employment needs
- Create new online forms
- The addition of a searchable resource center that supports files and videos that can be categorized
- Minimize the number of clicks for a user to access the information needed to create a logical and intuitive navigation system. Streamline processes to publish and maintain content
- Ensure the ability to scale and evolve functionality of the site as the department's programs and services change, NHID matures its web presence, and technology evolves
- Adhere to government regulations surrounding accessibility

The budget for this project is a firm-fixed price.

Redesign, Development, Content Deployment and Launch Support for the NHID Website

SilverTech proposes to redesign a new website located at https://www.nh.gov/insurance/ utilizing Drupal 9 or higher. Assumptions on this engagement include:

Project Deliverables:

- Combined, all forms built by SilverTech will be limited to a maximum of 200 fields in total. These forms will be limited to simple non secure / workflow forms (additional secure or workflow based forms would need to be created by NHID with the assistance of DoIT)
- All training and training documentation to be provided to NHID by DoIT
- All work performed with integration in feeds such as Twitter, Facebook and Instagram, is limited to a maximum of ten (10) hours
- Web analytics access will be provided by DoIT
- This project includes SilverTech's time in strategy/planning, template customization, development, quality assurance and Drupal/live site config support for NHID along with launch support
- SilverTech will assign a project team to this project defined as an account manager, project manager, lead strategist, technical lead, and executive sponsor
- All needed content will be provided by NHID or designated contacts in electronic format including any necessary images, photography, etc. needed for template design and creation
- Website setup and launch in Acquia will be handled by SilverTech
- Content strategy and site map development to assist in achieving our goal of a more user-friendly website
- Creation of styles and designs utilizing the approved State of NH Drupal templates

3/6/23

- Adjustment of all CSS and configuration files as needed to support the new designs and State of NH branding
- Setup and configuration of Drupal and deployment of the website skeletons / sitemaps
- Setup and configuration of all required widgets needed to support the content requirements and business needs of the site
- Testing and quality assurance of the website across both desktop and mobile devices, as well as ensuring the website meets ADA compliance
- Launch of each of the website into the State of New Hampshire's Acquia instance once final approval has been given by DoIT
- Project management throughout the course of this project

Planning

In this phase, SilverTech will work with NHID to determine key stakeholders and develop an approval process. SilverTech will help NHID develop the most appropriate project plan and develop timelines based on the unique needs of the organization.

Deliverables for the Planning Phase will include the following:

- Formal Project Kick-off Meeting to confirm scope of work, roles and responsibilities, initial project schedule, methodology, go-live strategy (full, phased, etc.), risks and any best practices that SilverTech will utilize to ensure project success
- Project plan that includes stakeholder engagement activities and other key tasks, key decision points and target completion dates, tracking, and communication processes
    - Project schedule
    - Status reports
    - Requirements traceability matrix
    - Screen mockups (delivered through design phase)
    - Test plan (delivered through implementation phase)
    - Test results (delivered through implementation phase)
    - Communication and marketing plan for change management

Discovery & Design

During the Discovery Phase, SilverTech will conduct interviews to understand and further discover the goals, business drivers and success criteria to identify how new site should function. SilverTech and NHID will work together to determine the appropriate number of sessions should be held and the breakdown.

This phase will complete the following:

- Analyze, document, and understand external citizen and client needs and preferences
- Review and analyze user emails, calls and in-person interactions
- Review and analyze web logs and search logs for site usage and navigation
- Review and analyze programs and services; identify departmental alignment with an interest in identifying how best to group or present the services that the website users' "audiences" would look for, use, and find
- Set measurable usability objectives

5/31/23

SilverTech will use the data gathered to produce a qualitative analysis of the findings with recommendations that are expressed through personas, audiences, information architecture and wireframes. SilverTech will also define the requirements for specific site functionality such as wiki, blogs, videos, social networking, bookmarking, search, newsletters, mobile device accessibility, and other such features. The data gathered will ultimately inform the choices made in developing the content choices, functional recommendations, and overall site look and feel.

In partnership with the NHID website redesign Core Team, SilverTech will:

- Develop and submit a summary based on the findings for final review and approval by the department
- Develop and submit for final review and approval by the department the personas associated with each audience
- Develop the hierarchy of the site and the data flow for users visiting the NHID website by determining the most frequently used features
- This deliverable will compose of the final delivery and report to include hierarchy of the site, delivery of personas, and audiences as outlined. A NHID Project Manager will coordinate this deliverable for review and approval by the NHID Core Team

Content Gap Analysis

SilverTech will proceed to develop a content gap analysis based on the personas and user journeys defined in the previous task. The goal of the content gap analysis is to ensure that NHID understands where content is missing and what content can be reused or adjusted. This document will help NHID understand the content requirements for the website in order to provide an ideal user experience.

- Review the existing website content and compare it to the personas and user journeys
- Develop a content matrix to identify the gaps in the content of the existing website
- Limited to thirty-five (35) hours

Wireframes

- SilverTech will document the necessary details to create functional wireframes. The goal will be to utilize the information gathered through the Discovery phase to build out quick, visually appealing wireframes to focus the groups on the functional design of the site. The goal will be to provide feedback early on to prevent unnecessary work on the wrong path and incurring avoidable expenses. The process also creates a detailed blueprint of how the system should behave, providing a guide to the implementers

Information Architecture

- SilverTech will work to further define and refine the NHID information architecture. The goal is to make an easily navigable website to reach their first destination on the site
- Identify the first (up to three) layer of the website. More specifically the top-level home page, the next level of webpages, and the webpages that follow
- Identify the menu items, sub menu items, and any additional menus used throughout the site (include how they link to each other)
- Identify, based on the discovery a recommendation for layout consistency and which types of pages are needed, e.g., blogs, news, events, informational, forms, dashboard data analytics. Each of these may follow a different layout based on requirement such as additional real estate on the page

3/6/23

Specifications and Backlog
Once the designs have been approved by NHID, a specifications and backlog will be completed for any modules that have changed significantly in functionality. This will be minimal in length and created only to inform SilverTech's developers of exactly what will need to be 'built' in the next tasks so that all parties' expectations are aligned. As part of this task, SilverTech will also perform a fit-gap analysis and provide a review of new functionality for any website components that cannot be addressed by out of the box widgets.

Key Functional Requirements and Implementation

The website must conform to NH DoIT's Web Services Division's "State of NH Website Best Practices."

Analytics
- Perform an analysis of available web analytics to identify how the existing website is used

Security
- Ability to incorporate functionality leveraging tools like Captcha and ReCaptcha

Usability
- Customized field "help" popups or tooltips with a hover over function to depict the information
- Web optimization search-keywords (i.e. google search)

Compliance Testing
- Provide best practices and test plan for compliance testing
- Browser compatibility with current versions of FireFox, Internet Explorer, Edge, Chrome, Safari, and mobile browsers for Apple and Android phones
- HTML syntax
- CSS validation
- Functional operation and accuracy
- Each of these different test areas are completed by the vendor to ensure that the systems developed are bug-free, meet expectations, and fulfill end users' functional and aesthetic needs
- Complete QA and usability testing with internal and external audiences and stakeholders

Content Feeds
- Integration with Facebook, Twitter, YouTube and other content feeds as needed. Options to integrate should include embedded links allowing for video playback within the page, ability to pop up creating a new window, ability to display feeds within the webpage both video and text without pop ups or new windows, and standard linking to external feeds
- Internal feed options to display content previews of other pages or events within the department
- Customizable templates for standard and mandated reports
- Scheduling function (linking calendar capability using MS Outlook and Google)

Forms
- Design and implement standard web forms to be used for items like Contact Us and registration forms (events, training, etc.)

Implementation
- Design / HTML and CSS Quality Assurance

US 3/6/23

- Functional / Technical / ADA Testing
- Internal / Final QA
- Penetration & Vulnerability Test
- Site Improve Report
- Support State User Acceptance Testing & Resolve Defects

Search Engine Optimization (SEO)

- Discover and document NHID's profile to include specializations, users/personas and the overall services/functions of the department through discovery led by SilverTech
- Identify websites NHID competes with for search engine rankings
- Identify and standardize on keywords through discovery and recommendations led and provided by SilverTech
- Maximize the presence of the website in the major search engines like Google and Bing
- SEO META Implementation is limited to 250 pages

Content Deployment

- Content Deployment is included in this scope for up to 250 pages
- Additional content can be done at the hourly rate of $100.00/hr

ADA Compliant Remediation

- ADA Compliant Remediation of 890 PDFs is included in this scope at $150.00/hour. SilverTech anticipates approximately forty-five (45) minutes per document

Training

- Training sessions offered by DoIT based on Train the Trainer will be provided
- Training sessions shall be in person unless otherwise indicated
- All training shall be documented and provided to the Department
- Use of Content Management System(s)
- Use of other software or tools in support of website
- Administration functions including, but not limited to, user access/password resets
- Maintaining website features and functions

LS 3/6/23

SilverTech will complete the work described above for a cost not to exceed $270,000.00. This price also includes remediation of the current PDF files for ADA compliance, based on a total of 890 documents at an hourly rate of $150.00/HR.

Please note that modifications to any external, third-party systems outside of the NHID website are not included within this scope. Work to these external systems can be added via request for an additional fee based on the requirements needed and DoIT approval.

JS 3/6/23

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

WEB SITE DESIGN

DoIT # 2019-074

CONTRACT AMENDMENT 5

SilverTech SOW - Drupal Backend Service Attachment 3.2

State of New Hampshire Department of Information Technology Change Request

January 6, 2023

Nick Soggu
CEO
603.234.1437
nick.soggu@silvertech.com
196 Bridge Street, Manchester, NH 03104

silvertech

YS 3/6/23

Project Purpose

SilverTech, Inc. ("SilverTech") will provide the State of New Hampshire Department of Information Technology ("DoIT") with the equivalent of one (1) full-time resource per week (40 hours/week) to assist with tasks such as, but not limited to:

- Security patches and Drupal upgrades
- Widget and module upgrades and enhancements
- Performance and page speed improvements
- Additional requests to help the DoIT Web Content Management team as necessary
- Help with project management of tasks and activities
- Assistance with the Acquia hosting environment as requested

SilverTech will provide for utilization reporting and invoicing at the end of each calendar month for the hours used. The services being rendered will be conducted during normal business hours. It is assumed that this contract will encompass about 2048 hours at the state negotiated standard rate of $150.00/hour.

This group of one (1) FTE equivalent will report to Alan Volpe.

GS 3/6/23

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

WEB SITE DESIGN

DoIT #2019-074

CONTRACT AMENDMENT 5

DAS Paid Family Medical Leave (PFML) Continued SOW Attachment 3.3

Department of Administrative Services Paid Family Medical Leave Plan – Website SOW

January 6, 2023

Nick Soggu
CEO
Mobile: 603.234.1437
nick.soggu@silvertech.com
196 Bridge Street, Manchester, NH 03101
WWW.SILVERTECH.COM →

YS 3/6/23

Assumptions and Project Purpose

The Department of Information Technology ("DoIT") and SilverTech have a contract that in part includes engaging SilverTech to develop a website for Paid Family Medical Leave ("PFML") that provides information to employers, employees, insurance brokers, healthcare providers, and the public about the NH Paid Family and Medical Leave Plan.

The Department of Administrative Services ("DAS") and New Hampshire Employment Security ("NHES") would like to extend the SilverTech contract through the end of Fiscal Year 2023 (June 30, 2023) or in the ideal situation through the end of FY 24/25. An ongoing contract with SilverTech will allow the PFML team to finish up content development, develop a dashboard for website analytics, and define responsibilities for ongoing maintenance of the website.

Specifically, the work required of SilverTech for the remainder of FY 23 and beyond will include:

- Provision of subject matter expertise through regular and ongoing consultation for strategic planning, quality assurance, web analytics interpretation and recommendations, and website development and maintenance
- Continuation of the NH PFML website build-out of content to educate and increase awareness of and enrollment in the NH PFML program
- Collection and reporting of site visitor information, conversion metrics, web analytics, recommendations on improvements, and the development of an analytics dashboard for the evaluation of the program's marketing and outreach efforts
- Evolution of the Drupal based functionality of the site as the NH PFML program grows, its web presence matures, and technology evolves
- The development of integrations with third-party applications such as email marketing tools, and roadmap applications such as CRM (Salesforce)
- Monitoring and assisting with ADA / WCAG best practices and remediation to ensure the website follows the appropriate guidelines for Section 508 compliance
- Assistance with identifying and implementing solutions to challenges as they arise

Project Budget

SilverTech is proposing a budget for the remainder of FY 2023 through the end of FY 2025. This budget will consist of 648 hours, at the pre-negotiated State of New Hampshire rate of $150.00 per hour.

Payment Terms

The project cost is for the work described in this SOW.

Total Project Estimate: $97,200.00.

Project costs do not include any travel costs or other expenses unless noted within this SOW. If incurred, travel costs and other expenses will be invoiced in addition to the project cost presented herein with prior written notice. Third-party costs (e.g., software licenses and security certificates) are also not included in the estimated project cost and, if incurred, will be invoiced as additional expenses. Payments will be incurred monthly based on the number of hours of work completed by SilverTech.

If additional work is required or requested by DAS, it will be performed on a time and materials basis or, alternatively, pursuant to the provisions of a separate SOW developed in consultation with DAS. The

3/6/23

standard hourly rate for additional work is $150.00. Any additional work will be initiated only after receipt of written authorization from DAS.

Approval

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this SOW.

SilverTech, Inc.

7/6/23

Signature Date

Nick Soggu
CEO

SilverTech, Inc.
196 Bridge Street
Manchester, New Hampshire 03104
603.669.6600

Department of Administrative Services

Signature Date

Catherine Keane
Deputy Commissioner

Department of Administrative Services
25 Capitol Street #120
Concord, New Hampshire 03301
603.271.3201

Department of Administrative Services

Signature Date

Richard Lavers
Deputy Commissioner

New Hampshire Employment Security
45 S Fruit Street
Concord, New Hampshire 03301
603.228.4100

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

WEB SITE DESIGN

DoIT # 2019-074

CONTRACT AMENDMENT 5

DAS Procurement Application Development SOW Attachment 3.4

State of New Hampshire Department of Administrative Services

Statement of Work

February 3, 2023

Nick Soggu
CEO
Office: 603.669.6600
Mobile: 603.234.1437
nick.soggu@silvertech.com
196 Bridge Street Manchester, NH 03104

WWW.SILVERTECH.COM →

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YS 3/6/23

Assumptions & Project Purpose

The Department of Information Technology (DoIT) and the Department of Administrative Services (DAS) are seeking to secure professional services with SilverTech for the purpose of enhancing and upgrading the States procurement website located at https://www.das.nh.gov/purchasing/. The long-term goal of the new website will be an enhanced citizen-centric and vendor-centric user experience, while modernizing the platform to align with the State's new Drupal-based website theming and modules. This first phase will begin the journey towards revamping the procurement experience.

The intent of this request is to secure professional services that will support visual design, technical strategy, utilize the State's existing Drupal platform for an enhanced visitor experience, provide .NET application development, make certain the site meets SoNH standards and best practices, is ADA compliant, as well as coordinate and facilitate implementation and GO LIVE.

The existing codebase was originally built using Microsoft ASP.Net Web Forms in 2005. Much of the business logic is embedded in the web forms themselves or stored procedures. To make contract search functionality available to other websites including the Drupal widgets, its necessary to refactor and extend the existing code base and create Web APIs that Drupal can leverage.

SilverTech will modify the Microsoft .NET / SQL back end to provide more advanced search capabilities and the ability for vendors to search for open bids across all agencies using the system. Our goal is to make it easier for people to do business with the State.

This first phase has two (2) main goals:

- Expand the system to allow other agencies to post bids and contracts to the DAS system
  - This will include a simple approval process to allow DAS staff to review approve posted bids and proposals before going live on the site
- Create a Drupal Widget for displaying bids on agency Drupal sites
  - This will require creating API on top of the existing DAS website for Drupal to call

In order to do this, SilverTech will:

- Update the existing DAS backend site and database to allow other agencies to submit bids
- Update the existing DAS backend site and database to allow DAS to approve agency bids
- Create new Web APIs to support contract/bid searching
- Create a front end and Drupal widgets for displaying bids on other agency websites
- Create a new public facing Procurement Drupal site using SONH templates including:
  - New DAS public UI for searching and viewing bids
  - New DAS public UI for searching and viewing contracts
  - This site will leverage the new Web APIs created in the DAS Application
  - All contract, bid, vendor, user management will continue to use existing DAS application

Project Deliverables

- Development and maintenance of a project plan
- User experience and technical strategy
- Configuration / development / QA of the Drupal widget within Acquia
- Addition of a more advanced search and feature enhancements within the .NET application
- Go Live / deployment / post launch QA of the widget within the State of New Hampshire's Acquia environment

YS 3/6/23

- Project management throughout the course of this project
- This Scope of Work includes a contingency fund of 10%

The budget for this project is a firm-fixed price.

SilverTech will complete the work described above for a cost not to exceed: **$200,000.00.**

Please note that modifications to any external, third-party systems outside of the DAS website are not included within this scope. Work to these external systems can be added via request for an additional fee based on the requirements needed and DoIT approval.

YS 3/6/23

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 SILVERTECH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 02, 1999. 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: 312195

Certificate Number: 0005920204

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of January A.D. 2023.

David M. Scanlan
Secretary of State

SilverTech, Inc.
CONSENT OF DIRECTORS
(In Lieu of a Special Meeting)

The undersigned, being the sole Director of SilverTech, Inc. (the "**Corporation**"), takes the following actions by consent, in lieu of the special meeting of the Board of Directors of the Corporation (the "**Board**"), as permitted by New Hampshire R.S.A. 293-A:8.21:

VOTED: That any and all notice requirements contained in New Hampshire R.S.A. 293-A are hereby waived.

FURTHER
VOTED: That the form, terms, conditions and considerations set forth in the agreement by and between the New Hampshire Department of Information Technology and the Corporation (the "Agreement"), substantially in the form thereto presented to the Board, and the transactions contemplated thereunder, be and hereby are authorized and approved in all material respects, and all other actions or matters necessary and appropriate to give effect to the foregoing, be and the same hereby are in all material respects approved, authorized and adopted by the Board.

FURTHER
VOTED: That Yuvraj (Nick) Soggu is hereby and thereby authorized empowered and directed, on behalf and in the name of the Corporation to execute and deliver the Agreement and to take all such other actions, as they deem necessary or advisable to carry out the intent of the above resolution and transaction contemplated thereby, the execution of any such instruments or documents and the taking of any such action to be conclusive evidence of their having so deemed.

FURTHER
VOTED: That this consent be filed with the records of the Corporation and shall be treated with the same force and effect as if adopted at a duly convened annual meeting of the Board.

Dated: March 29, 2023

Yuvraj (Nick) Soggu, Director

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2023

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
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Pamela Bennett, CIC
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: pamela.bennett@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Allmerica Financial Benefit	41840
INSURER B: Hanover American Insurance Co.	36064
INSURER C: Hanover Ins Co.	22292
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Silvertech Inc.
196 Bridge Street
Manchester NH 03104

COVERAGES CERTIFICATE NUMBER: 22/23 Master 23/24 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			Z2VH758682	09/18/2022	09/18/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employment Practices	$ 25,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWVH758572	09/18/2022	09/18/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0			Z2VH758682	09/18/2022	09/18/2023	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WZV9944347	04/24/2023	04/24/2024	[X] PER STATUTE [ ] OTH-ER	(3a.) IN NH
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Technology Professional & Cyber Liability - Claims Made			LHV H760261	09/18/2022	09/18/2023	Limit Retention Retro Date: 9/18/2023	1,000,000 10,000

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

Re: DoIT Contract #2019-074 Web Site Design.

CERTIFICATE HOLDER

State of NH; Department of Information Technology
Attn:Chief Information Officer
27 Hazen Drive
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lisa K.

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

Denis Goulet
Commissioner

September 2, 2022

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

Sole source.

REQUESTED ACTION

Authorize the Department of Information Technology to amend a contract with SilverTech, Inc., of Manchester, NH 03104 (VC 174355) by exercising a contract renewal option by increasing the Price Limitation by $339,750 from $2,464,690 to $2,804,440, and extending the completion date from December 31, 2022 to December 31, 2024, for Web Site Content Strategy and Design services effective upon Governor and Executive Council approval through December 31, 2024 with an option to renew for two (2) additional years. The original contract was approved by Governor and Executive Council on March 27, 2019, Item #28 and most recently amended on June 16, 2021 Item #69.

Source of Funds: Funding is a combination of DoIT and Agency Funds.
The DoIT Digital Government Transformation portion is 100% Capital Funds.
The Administrative Services portion is 100% Other (Agency Class 27) funds: the Agency Class 027 used by the Dept of Administration to reimburse DoIT is 100% General Funds.
The DOJ portion is 100% Agency Funds.

Funds are available in the following accounts for State Fiscal Year 2023.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME-CLASS-OBJECT - DESC	Activity Code	SFY 23
01-03-03-030030-17040000 - DoIT Digital Government Transformation 034-500099 Capital Project	N/A	$90,000
01-03-03-030010-7614000 - IT for Administrative Serv 046-500465 IT Consultants	03140066	$54,750
02-20-20-200010-80700000 - Dept of Justice (DOJ) 038-500176 Technology Software	N/A	$195,000
Total		$339,750

EXPLANATION

The original contract was approved by Governor and Council on March 27, 2019, Item #28 and amended on October 2, 2019, Item # 23, and amended October 22, 2020 with Governor approval, and amended on June 16, 2021, Item #69.

This amendment allows several agencies to use microsite prototypes previously built by SilverTech to complete a website redesign. It ensures professional services are secured to support the Web Site Content Strategy and Design services. This amendment will provide for the completion of the following projects:

SilverTech will work with DoIT for the development and implementation of a website redesign for the Department of Corrections (DOC). The new DOC website will be built with a citizen-centric focus and deliver an enhanced and robust visitor experience.

SilverTech will work with DoIT and the Department of Administrative Services to develop a microsite that will deliver education and marketing information to employers, employees and individuals on the Granite State Paid Family Medical Leave Plan (PFML) as well as link to PFML insurance carrier portal.

Silvertech will work with DoIT and the Department of Justice ("DoJ") to rebuild their current website to be more user friendly and easier to navigate.

SilverTech, Inc. has successfully completed multiple projects for the State and has the necessary knowledge and desire to work with the State. SilverTech has done a great job of delivering value both on time and on budget.

The Department of Information Technology, on behalf of the Department of Department of Corrections, Department of Administrative Services, and the Department of Justice respectfully request approval of this contract.

Respectfully Submitted,

Denis Goulet
Commissioner
Department of Information
Technology

Charles M. Arlinghaus
Commissioner
Department of Administrative Services

John M. Formella
Attorney General
Department of Justice

DG/ik
DoIT #2019-074D
RID: 59870, 71503

cc: Alan Volpe, DoIT

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

Denis Goulet
Commissioner

August 25, 2022

Commissioner Charles M. Arlinghaus
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 amend a contract with SilverTech Inc., Manchester, New Hampshire, as described below and referenced as DoIT No. 2019-074D.

The Department of Administrative Services requests that SilverTech build a microsite for the NH Paid Family and Medical Leave (NH PFML) program for the purpose of delivering educational and promotional information to NH employers and individuals, and a link to the NH PFML insurance carrier's online enrollment and claims portal.

The DAS cost for this Statement of Work is $54,750.00 and shall become effective upon the date of Governor and Executive Council approval through December 31, 2024

A copy of this letter will accompany DoIT's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2019-074D

cc: Alan Volpe, DoIT

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

Denis Goulet
Commissioner

August 25, 2022

David A. Rienzo
Director, Law Office Infrastructure
33 Capitol Street
Concord, NH 03301

Dear David Rienzo:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with SilverTech Inc., Manchester, New Hampshire, as described below and referenced as DoIT No. 2019-074D.

The Department of Justice requests that SilverTech redesign the DOJ's website to be more helpful to the citizenry of the State and others who need to access official State information and otherwise to carry on business with the State.

The DOJ cost for this Statement of Work is $195,000.00 and shall become effective upon the date of Governor and Executive Council approval through December 31, 2024

A copy of this letter will accompany DoIT's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2019-074D

cc: Alan Volpe, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 4

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY:

WEB SITE DESIGN

DoIT 2019-074

AMENDMENT 4

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 4

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council on March 27, 2019, Item #28 and amended on October 2, 2019, Item # 23, and amended October 22, 2020 with Governor approval, and amended on June 16, 2021, Item #69, (herein after referred to as the "Agreement"), SilverTech, Inc. (hereinafter referred to as "Contractor" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council unless no such approval is required under the circumstances pursuant to State law, rule or policy;

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

WHEREAS, the Department wishes to have the Contractor assist with Web Site Content Strategy and Design services related to the COVID -19 crisis;

WHEREAS, The Vendor agrees to provide Web Site Content Strategy and Design Services;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $339,750 to bring the total contract price to $2,804,440.

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

1. The Agreement is hereby amended as follows: Amend Section 1.7 of the State of New Hampshire P-37 General Provisions by extending the completion date from December 31, 2022 to December 31, 2024 with an option to extend the end date by two additional years to December 31, 2026 at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, under the same terms and conditions, subject to approval of the Governor and Executive Council.

2. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by $339,750 from $2,464,690 to $2,804,440.

3. Exhibit A Introduction: Statement of Work is replaced as follows:

   Statement of Work

   The Contractor, SilverTech, will assist the State with the creation of common and re-usable designs and base templates for Drupal that shall be used by all executive branch agencies. The contractor will

also use those re-usable designs to provide content deployment services to launch two executive branch websites as well as provide content organization and strategy for one executive branch agency. SilverTech will provide technical expertise as consultant support to the State and leverage the power of the Drupal 9 web hosting environment.

The Contractor, SilverTech, will be assisting the State with the following implementations:

1. Creation of common and re-usable designs and base templates for Drupal;

2. Content deployment and launch of the Governor's website;

3. Content deployment and launch of the Department of Education's website;

4. Website planning and strategy and content organization for the Department of Environmental Services; and

5. Professional Services for adding new State Agency Implementations.

6. COVID

7. NHES Statement of Work: Website Rebuild (Defined in Attachment 1.1)

8. DOT Statement of Work (Defined in Attachment 1.2)

9. DOC Statement of Work (Defined in Attachment 2.1)

10. DAS Statement of Work - PFML Microsite (Defined in Attachment 2.2)

11. DOJ Statement of Work – (Defined in Attachment 2.3)

4 Exhibit A Introduction: General Project Assumptions is updated by adding the following:

4.1 Pricing and invoice information for Projects 9-11, DOC Statement of Work, DAS Statement of Work, and DOJ Statement of Work is set forth as an attachment to this contract. Pricing will be effective for the Term of this Contract, and any extensions thereof.

5 Exhibit O: Certificates and Attachments

Amend Exhibit O: Certificates and Attachments by replacing with:

Attached are:

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

D. NHES Statement of Work: Website Rebuild (Defined in Attachment 1.1)
E. DOT Statement of Work (Defined in Attachment 1.2)
F. DOC Statement of Work: Website Rebuild (Defined in Attachment 2.1)
G. DAS Statement of Work - PFML Microsite (Defined in Attachment 2.2)
H. DOJ Statement of Work - Website Rebuild (Defined in Attachment 2.3)

TABLE 2: CONTRACT HISTORY				
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2019-074	Original Contract	March 27, 2019, Item #28	December 31, 2020	$539,640
2019-074 Amendment 1	1st Amendment	October 2, 2019, Item #23	December 31, 2020	$1,000,000
2019-074 Amendment 2	2nd Amendment	October 22, 2020 Governor Approved	December 31, 2022	$373,900
2019-074 Amendment 3	3rd Amendment	June 16, 2021, Item #69	December 31, 2022	$551,150
2019-074 Amendment 4	4th Amendment	TBD	December 31, 2024	$339,750
			CONTRACT TOTAL	$2,804,440

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 4

CONTRACTOR

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

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

Date: 8/23/22

Yuvraj (Nick) Soggu
President
SilverTech, Inc.

STATE OF NEW HAMPSHIRE

Date: 8/25/2022

Denis Goulet
Commissioner
Department of Information Technology

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

Approved by the Attorney General

/s/ Stacie M. Marcus

Date: 08/26/2022

State of New Hampshire, Department of Justice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 4

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

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

STATE OF NEW HAMPSHIRE

New Hampshire Department of Information Technology

ATTACHMENT 2.1 – DOC Website Development

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

1.1. Assumptions & Project Purpose

The Department of Corrections (DOC) is seeking to secure professional services with SilverTech for developing and implementing its website redesign from existing website to new site built on the State's Drupal platform. The new DOC website will be built with a citizen-centric focus and deliver an enhanced and robust visitor experience.

1.2. Goals, Business Drivers and Success Criteria

The existing DOC website consists of 80 non-dynamic pages, with an additional 600 pages that are primarily press releases, some dating back to 2001. Some initial development work has been completed, which includes main and secondary navigation and approximately 40 webpages plus links to PDFs not to exceed 500 pages. The intent of this request is to secure professional services that will support content strategy to guide development of remaining pages, integrate standard Drupal modules for enhanced visitor experience, integrate document library functionality for agency policies and procedures, assess site infrastructure, make certain the site meets SoNH standards and best practices, is ADA compliant, as well as coordinate and facilitate implementation and GO LIVE.

1.3. Redesign, Development, Content Deployment and Launch Support for the DOC Website

To leverage existing investments from SoNH DoIT, SilverTech proposes to redesign and develop a new agency website utilizing Drupal 9. Assumptions on this engagement include:

Project Deliverables:

a. The duplication of the State of New Hampshire template website.
b. The adjustment of the website colors as designated by client.
c. The addition / adjustment of the branding logos and social media icons.
d. The setup of the agency website utilizing existing modules.
e. Migration of remaining content to the new site.
f. ADA remediation of up to 500 PDF documents
g. Project management and quality assurance throughout the course of this project.
h. Launch of the microsite in Acquia.

1.4. Price and Invoice Contact

SilverTech will complete the work described above for a cost not to exceed
Agency Website Completion - $50,000.00
ADA Remediation of up to 500 documents - $40,000.00

Invoices shall be sent to:
Teresa 'Rese' Vincent
Teresa.K.Vincent2@doit.nh.gov

STATE OF NEW HAMPSHIRE

New Hampshire Department of Information Technology

ATTACHMENT 2.2 – PFML Website Development

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

1.1. Assumptions & Project Purpose

The SoNH's Department of Administrative Services and NH Employment Security is requesting contracted professional services for the purpose of developing a microsite that will deliver education and marketing information to employers, employees and individuals on the Granite State Paid Family Medical Leave Plan; as well as link to PFML insurance carrier portal.

1.2. Goals, Business Drivers and Success Criteria

a. Implement a citizen-centric microsite design, including content strategy, to increase outreach to DAS and NHES audiences for awareness and enrollment purposes.
b. Establish a unified microsite brand for DAS and NHES to support the SoNH PFML campaign.
c. Create a citizen-centric web presence that is the recognized statewide informational portal for consumer needs.
d. Minimize the number of clicks for an individual to access the information needed and create a logical and intuitive navigation system.
e. New content for the microsite will be created by DAS and NHES.
f. Capture site visitor contact information for ongoing and future marketing for SoNH PFML campaign.
g. Streamline processes to publish and maintain content by DAS and NHES.
h. Ensure the ability to scale and evolve functionality of the site as the SoNH's programs and services change matures its web presence, and technology evolves.
i. Leverage existing modules and functionality currently in place within the SoNH Drupal environment, minimizing development of custom modules and functionality.
j. Adhere to government regulations surrounding accessibility.

1.3. Redesign, Development, Content Deployment and Launch Support for the PFML Website

To leverage existing investments from SoNH DoIT, SilverTech proposes to redesign and develop a new microsite utilizing Drupal 9. Assumptions on this engagement include:

Project Deliverables:

a. Combined, all forms built by SilverTech will be limited to a maximum of 150 fields in total. These forms will be limited to simple, non-secure/workflow forms (additional secure or workflow-based forms would need to be created by DAS and NHES with the assistance of DoIT or internal IT support).
b. Web analytics access will be provided by DoIT and/or SilverTech for reporting purposes.
c. Website setup and launch in Acquia will be handled by SilverTech.
d. This project includes SilverTech's time for project management, strategy/planning, template customization, development, content deployment, Quality Assurance ("QA") and Drupal/live site configuration support for SoNH, along with launch support.
e. All needed content will be provided by DAS and NHES or designated contacts in electronic format including any necessary images, photography, etc. needed for template design and creation.

f. Total pages within the newly created consumer focused microsite will be limited to under fifty (50) web pages and under fifty (SO) supporting PDF documents.
g. SilverTech will assign a project team to this project defined as an account manager, project manager, lead strategist, technical lead, and executive sponsor.

1.4. Planning

SilverTech is anticipating four (4) phases to complete the work proposed by DAS and NHES.

1.4.1. Deliverables for the Planning Phase will include the following:

a. Phase 1- Microsite creation. This phase will begin upon execution of this contract and will include the development of a project plan, content planning, Information Architecture ("IA"), microsite design, microsite creation, QA testing, and launch of the microsite.
b. Phase 2 - Marketing and outreach efforts. This phase will begin June/July 2022 and will include adding additional content to the Microsite created and launched during Phase 1.
c. Phase 3 - Carrier portal. This phase will include linking the microsite to a carrier portal once selected with a go-live date expected in the fall of 2022 and no later than January 1, 2023.
d. Phase 4 - Ongoing maintenance and support.

1.5. Third Party/Internal Application Integration Review and Implementation Plan Creation

SilverTech will provide a written content strategy and a site map for the microsite, with an objective of the site being as user-friendly as practical. At the completion of the first phase, SilverTech will provide a final content strategy document and site map for the completed site. SilverTech will create styles and designs utilizing existing approved SoNH Drupal templates, modules, and functionality; DAS and NHES needs to obtain permission to use these templates from resources at DoIT before SilverTech can begin. SilverTech will setup and configure all required widgets needed to support the content requirements and business needs of the microsite.

The new SoNH PFML microsite may be hosted through the DoIT/SoNH Acquia cloud-based Drupal site currently being used by other SoNH agencies. DAS and NHES will acquire authority to have the site hosted on this resource. SilverTech will be responsible for site setup and launch in the SoNH's Acquia instance.

Ongoing maintenance and support will be transitioned in a phased approach to SoNH DoIT as work is completed and/or funds are drawn down.

1.6. Price and Invoice Contact

SilverTech will complete the work described above for a cost not to exceed $75,000.00.
DoIT to cover $20,250
DAS to cover remaining $54,750

DAS Invoices shall be sent to: Laura Holmes, Laura.R.Holmes@das.nh.gov DoIT Invoices shall be sent to: Alan Volpe, Alan.S.Volpe@doit.nh.gov

STATE OF NEW HAMPSHIRE

New Hampshire Department of Information Technology

ATTACHMENT 2.3 – DOJ Website Development

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

1.1. Assumptions & Project Purpose

The State of New Hampshire Department of Justice ("DoJ") is looking to rebuild their current website to be more user friendly and easier to navigate. SilverTech will work with DoJ to define team members and establish an approval process, communication strategy, defined project plan, and timeline for the project. DoJ is looking to have the website completed by December 2022.

1.2. Goals, Business Drivers and Success Criteria

- Implement a citizen-centric design to increase productivity for DoJ audiences
- Establish a unified website brand for DoJ
- Create a citizen-centric web presence that is the recognized statewide informational portal for public employment needs
- Create new online forms
- The addition of a searchable resource center that supports files and videos that can be categorized
- Minimize the number of clicks for a user to access the information needed to create a logical and intuitive navigation system. Streamline processes to publish and maintain content
- Ensure the ability to scale and evolve functionality of the site as the department's programs and services change, DoJ matures its web presence, and technology evolves
- Adhere to government regulations surrounding accessibility

The budget for this project is a firm-fixed-price.

1.3. Redesign, Development, Content Deployment and Launch Support for the DOJ Website

SilverTech proposes to redesign a new website located at https://www.doj.nh.gov utilizing Drupal 9. Assumptions on this engagement include:

Project Deliverables:

- Combined, all forms built by SilverTech will be limited to a maximum of 300 fields in total. These forms will be limited to simple non secure / workflow forms (additional secure or workflow-based forms would need to be created by DoJ with the assistance of DoIT)
- All training and training documentation to be provided to DoJ by DoIT
- All work performed with integration in feeds such as Twitter, Facebook and Instagram, is limited to a maximum of ten (10) hours
- Web analytics access will be provided by DoIT
- This project includes SilverTech's time in strategy/planning, template customization, development, quality assurance and Drupal/live site config support for DoJ along with launch support
- SilverTech will assign a project team to this project defined as an account manager, project manager, lead strategist, technical lead, and executive sponsor

- All needed content will be provided by DoJ or designated contacts in electronic format including any necessary images, photography, etc. needed for template design and creation
- Website setup and launch in Acquia will be handled by SilverTech
- Content strategy and site map development to assist in achieving our goal of a more user-friendly website
- Creation of styles and designs utilizing the approved State of NH Drupal templates
- State of NH Department of Justice SOW | Date: 07.28.22 | 3
- Adjustment of all CSS and configuration files as needed to support the new designs and State of NH branding
- Setup and configuration of Drupal and deployment of the website skeletons / sitemaps
- Setup and configuration of all required widgets needed to support the content requirements and business needs of the site
- Testing and quality assurance of the website across both desktop and mobile devices, as well as ensuring the website meets ADA compliance
- Launch of each of the website into the State of New Hampshire's Acquia instance once final approval has been given by DoIT• Project management throughout the course of this project

1.4. Price and Invoice Contact

SilverTech will complete the work described above for a cost not to exceed $195,000.00

Invoices shall be sent to:
David Rienzo
David.A.Rienzo@doj.nh.gov

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 SILVERTECH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 02, 1999. 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: 312195
Certificate Number: 0005843522

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of August A.D. 2022.

David M. Scanlan
Secretary of State

SilverTech, Inc.
CONSENT OF DIRECTORS
(In Lieu of a Special Meeting)

The undersigned, being the sole Director of SilverTech, Inc. (the "**Corporation**"), takes the following actions by consent, in lieu of the special meeting of the Board of Directors of the Corporation (the "**Board**"), as permitted by New Hampshire R.S.A. 293-A:8.21:

VOTED: That any and all notice requirements contained in New Hampshire R.S.A. 293-A are hereby waived.

FURTHER
VOTED: That the form, terms, conditions and considerations set forth in the agreement by and between the State of New Hampshire and the Corporation (the "Agreement"), substantially in the form thereto presented to the Board, and the transactions contemplated thereunder, be and hereby are authorized and approved in all material respects, and all other actions or matters necessary and appropriate to give effect to the foregoing, be and the same hereby are in all material respects approved, authorized and adopted by the Board.

FURTHER
VOTED: That Yuvraj (Nick) Soggu is hereby and thereby authorized empowered and directed, on behalf and in the name of the Corporation to execute and deliver the Agreement and to take all such other actions, as they deem necessary or advisable to carry out the intent of the above resolution and transaction contemplated thereby, the execution of any such instruments or documents and the taking of any such action to be conclusive evidence of their having so deemed.

FURTHER
VOTED: That this consent be filed with the records of the Corporation and shall be treated with the same force and effect as if adopted at a duly convened annual meeting of the Board.

Dated: August 18, 2022

Yuvraj (Nick) Soggu, Director

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/23/2022

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

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

PRODUCER
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Pamela Bennett, CIC
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: pamela.bennett@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Allmerica Financial Benefit	41840
INSURER B: Hanover American Insurance Co.	36064
INSURER C: Hanover Insurance Group, Inc.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Silvertech Inc.
196 Bridge Street
Manchester NH 03104

COVERAGES CERTIFICATE NUMBER: 22/23 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:			Z2VH758682	09/18/2022	09/18/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employment Practices	$ 25,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWVH758572	09/18/2022	09/18/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			Z2VH758682	09/18/2022	09/18/2023	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WZV9944347	04/24/2022	04/24/2023	[X] PER STATUTE [ ] OTH-ER	(3a.) IN NH
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Technology Professional & Cyber Liability - Claims Made			LHV H760281	09/18/2022	09/18/2023	Limit	1,000,000
							Retention	10,000
							Retro Date: 9/18/2013	

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

Re: DoIT Contract #2019-074 Web Site Design.

CERTIFICATE HOLDER

State of NH; Department of Information Technology
Attn:Chief Information Officer
27 Hazen Drive
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lisa K.

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KB

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STATE OF NEW HAMPSHIRE

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

Denis Goulet
Commissioner

May 21, 2021

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

REQUESTED ACTION

Authorize the Department of Information Technology, for the benefit of the Department of Transportation and New Hampshire Employment Security, with support from the Department of Information Technology, to amend a contract with SilverTech, Inc., of Manchester, NH 03104 (VC 174355) by increasing the not to exceed amount by $551,150 from $1,913,540 to $2,464,690, with no change to the completion date of December 31, 2022 for Web Site Content Strategy and Design services effective upon Governor approval through December 31, 2022. The original contract was approved by Governor and Council on March 27, 2019, Item #28 and most recently amended on October 22, 2020 with Governor approval.

Funds are available in the following account for State Fiscal Year 2021 and are anticipated to be available in Fiscal Year 2022, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between state fiscal years within the price limitation through the Budget Office, if needed and justified. Funding is a combination of DoIT and Agency Funds. The DOT portion is 100% Other: the agency Class 27 used by DOT to reimburse DoIT for this contract is 100% Highway Funds. The NHES portion is 100% Federal funds.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME-AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	Activity Code	SFY 21	SFY 22	TOTAL
01-03-03-030010-76960000 DoIT – IT for DOT 046-500465 IT Consultants	03960003	$167,341.00	N/A	$167,341.00
01-03-03-030010-76960000 DoIT – IT for DOT 038-509038 Agency Application Software	03960003	$98,359.00	N/A	$98,359.00
02-27-27-270010-80400000 NH Employment Security (NHES) 102-500731 Contract for Program Services	N/A	N/A	$285,450.00	$285,450.00
			GRAND TOTAL	$551,150.00

EXPLANATION

The DoIT respectfully requests approval of a contract amendment with SilverTech, Inc. SilverTech has successfully completed multiple projects for the State and has the necessary knowledge and desire to work with the State. SilverTech has done a great job of delivering value both on time and on budget. SilverTech runs a tight ship and the agencies currently working with SilverTech (DoIT, Department of Education and Department of Environmental Services, and the State as a whole), are benefiting from the work.

The original contract was approved by the Governor and Council on March 27, 2019 Item #28. It was then amended with Governor and Council approval on October 2, 2019, Item #23, and most recently amended on October 22, 2020 with Governor approval.

This amendment allows the agencies to use Covid19 microsites previously built by SilverTech to complete their full website redesign. It ensures professional services are secured to support the Web Site Content Strategy and Design services for both DOT and NHES.

The Department of Information Technology, the Department of Transportation, and New Hampshire Employment Security respectfully request approval of this contract.

Respectfully Submitted,

Denis Goulet
Commissioner
Department of Information Technology

Victoria F. Sheehan
Commissioner
Department of Transportation

George N. Copadis
Commissioner
New Hampshire Employment Security

DG/kaf
DoIT #2019-074C
RID: 59870

cc: Theresa Paré Curtis, DoIT Director
Alan Volpe, DoIT
Charlie Burns, DoIT
Bill Laycock, DoIT

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

Denis Goulet
Commissioner

June 2, 2021

George N. Copadis, Commissioner
New Hampshire Employment Security
State of New Hampshire
45 South Fruit Street, Suite 14
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with SilverTech, Inc., of Manchester, NH (VC 174355) as described below and referenced as DoIT No. 2019-074C.

> The purpose of this agreement is for SilverTech to provide technical expertise as consultant support to the State. SilverTech shall leverage the power of the Drupal 8 web hosting environment for New Hampshire Employment Security (NHES). SilverTech has assisted the State with the creation of common and re-usable designs and base templates for Drupal and will use those designs to provide content deployment services to NHES.
>
> The total funding amount for this amendment is $285,450. This amendment will be effective on the date of the Governor and Council approval through December 31, 2022.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT No. 2019-074C
RID: 59870
cc: Theresa Paré Curtis, DoIT Director
Alan Volpe, DoIT
Charlie Burns, DoIT
Bill Laycock, DoIT

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

Denis Goulet
Commissioner

June 2, 2021

Victoria F. Sheehan, Commissioner
Department of Transportation
State of New Hampshire
7 Hazen Drive
Concord, NH 03302

Dear Commissioner Sheehan:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with SilverTech, Inc., of Manchester, NH (VC174355) as described below and referenced as DoIT No. 2019-074C.

> The purpose of this agreement is for SilverTech to provide technical expertise as consultant support to the State. SilverTech shall leverage the power of the Drupal 8 web hosting environment for the Department of Transportation (DOT). SilverTech has assisted the State with the creation of common and re-usable designs and base templates for Drupal and will use those designs to provide content deployment services to DOT.
>
> The total funding amount for this amendment is $265,700. This amendment will be effective on the date of the Governor and Council approval through December 31, 2022.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT No. 2019-074C
RID: 59870
cc: Theresa Paré Curtis, DoIT Director
Alan Volpe, DoIT
Charlie Burns, DoIT
Bill Laycock, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 3

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY:

WEB SITE DESIGN

DoIT 2019-074

AMENDMENT 3

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 3

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council on March 27, 2019, Item #28 and amended on October 2, 2019, Item # 23, (herein after referred to as the "Agreement"), SilverTech, Inc. (hereinafter referred to as "Contractor" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council unless no such approval is required under the circumstances pursuant to State law, rule or policy;

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

WHEREAS, the Department wishes to have the Contractor assist with Web Site Content Strategy and Design services related to the COVID -19 crisis;

WHEREAS; The Vendor agrees to provide Web Site Content Strategy and Design Services;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $551,150 to bring the total contract price to $2,464,690;

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by $551,150 from $1,913,540 to $2,464,690.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT #2019-074
CONTRACT AMENDMENT 3

1. **Exhibit A Introduction: Statement of Work is replaced as follows:**

Statement of Work

The Contractor, SilverTech, will assist the State with the creation of common and re-usable designs and base templates for Drupal that shall be used by all executive branch agencies. The contractor will also use those re-usable designs to provide content deployment services to launch two executive branch websites as well as provide content organization and strategy for one executive branch agency. SilverTech will provide technical expertise as consultant support to the State and leverage the power of the Drupal 8 web hosting environment.

The Contractor, SilverTech, will be assisting the State with the following pilot implementations:

1. Creation of common and re-usable designs and base templates for Drupal;
2. Content deployment and launch of the Governor's website;
3. Content deployment and launch of the Department of Education's website;
4. Website planning and strategy and content organization for the Department of Environmental Services; and
5. Professional Services for adding new State Agency Implementations.
6. COVID
7. NHES Statement of Work: Website Rebuild (Defined in Attachment 1.1)
8. DOT Statement of Work (Defined in Attachment 1.2)

2. **Exhibit A Introduction: General Project Assumptions**

5. Pricing for Deliverables for Projects 1-6 is set forth in Exhibit B: Price and Payment Schedule. Pricing will be effective for the Term of this Contract, and any extensions thereof.

5.1. Pricing and invoice information for Agency specific Statement of Works is set forth as an attachment to this contract. Pricing will be effective for the Term of this Contract, and any extensions thereof.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 3

3. **Exhibit O: Certificates and Attachments**

Amend Exhibit O: Certificates and Attachments by replacing with:

Attached are:

A. Contractor's Certificate of Good Standing
B. Contractor's Certificate of Vote/Authority.
C. Contractor's Certificate of Insurance
D. NHES Statement of Work: Website Rebuild (Defined in Attachment 1.1)
E. DOT Statement of Work (Defined in Attachment 1.2)

TABLE 1. CONTRACT HISTORY				
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2019-074	Original Contract	March 27, 2019, Item #28	December 31, 2020	$539,640
2019-074 Amendment 1	1st Amendment	October 2, 2019, Item #23	December 31, 2020	$1,000,000
2019-074 Amendment 2	2nd Amendment	November 18, 2020, Item #11	December 31, 2022	$373,900
2019-074 Amendment 3	3rd Amendment	TBD	December 31, 2022	$551,150
			CONTRACT TOTAL	$2,464,690

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 3

CONTRACTOR

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

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

Date: 5/4/2021

Yuvraj (Nick) Soggu
President
SilverTech, Inc.

STATE OF NEW HAMPSHIRE

Date: 05/25/2021

Denis Goulet
Commissioner
Department of Information Technology

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

Approved by the Attorney General

/s/ Stacie M. Moeser Date: May 28, 2021

State of New Hampshire, Department of Justice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT 3

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

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

STATE OF NEW HAMPSHIRE

New Hampshire Employment Security

ATTACHEMENT 1.1 – NHES Website Rebuild

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

1.1. Assumptions & Project Purpose

The State of New Hampshire's Employment Security department (NHES) is looking to rebuild their current website to be more user friendly and easier to navigate. SilverTech will work with NHES to define team members and establish an approval process, communication strategy, defined project plan, and timeline for the project.

Redesign, development, content deployment and launch of the NHES website at https://www.nh.gov/nhes/.

1.2. Goals, Business Drivers and Success Criteria

a. Implement a citizen-centric design to increase productivity for NHES audiences.
b. Establish a unified website brand for NHES.
c. Create a citizen-centric web presence that is the recognized statewide informational portal for public employment needs.
d. The ability to host virtual job fairs that are integrated with Remo (https://remo.co/).
e. Create new online forms.
f. The addition of a searchable resource center that supports files and videos that can be categorized.
g. Minimize the number of clicks for a client to access the information needed to create a logical and intuitive navigation system. Streamline processes to publish and maintain content.
h. Ensure the ability to scale and evolve functionality of the site as the Department's programs and services change, NHES matures its web presence, and technology evolves.
i. Adhere to government regulations surrounding accessibility.

1.3. Redesign, Development, Content Deployment and Launch Support for the NHES Website

SilverTech proposes to redesign a new website located at https://nhes.nh.gov utilizing Drupal 8. Assumptions on this engagement include:

Project Deliverables:

a. For forms or processes requiring signature capability, a third-party tool will be utilized – like DocuSign.
b. Combined, all forms built by SilverTech will be limited to a maximum of 300 fields in total. These forms will be limited to simple non secure/workflow forms (additional secure or workflow-based forms would need to be created by NHES with the assistance of DoIT).
c. "Focus groups" will be limited to up to a maximum of five (5) sessions at two (2) hours each.
d. All training and training documentation to be provided to NHES by DOIT.
e. All work performed with integration in feeds such as Twitter, Facebook and Instagram, is limited to a maximum of forty (40) hours.
f. Web analytics access will be provided by DoIT.

g. This project includes SilverTech's time in strategy/planning, template customization, development, quality assurance and Drupal/live site config support for NHES along with launch support.
h. SilverTech will assign a project team to this project defined as an account manager, project manager, lead strategist, technical lead, and executive sponsor.
i. All needed content will be provided by NHES or designated contacts in electronic format including any necessary images, photography, etc. needed for template design and creation.
j. Website setup and launch in Acquia will be handled by SilverTech.
k. Content strategy and site map development to assist in achieving our goal of a more user-friendly website.
l. Creation of styles and designs utilizing the approved State of NH Drupal templates.
m. Adjustment of all CSS and configuration files as needed to support the new designs and State of NH branding.
n. Setup and configuration of Drupal and deployment of the website skeletons/sitemaps.
o. Setup and configuration of all required widgets needed to support the content requirements and business needs of the site.
p. Testing and quality assurance of the website across both desktop and mobile devices, as well as ensuring the website meets ADA compliance.
q. Launch of each of the website into the State of New Hampshire's Acquia instance once final approval has been given by DoIT.
r. Project management throughout the course of this project.

1.4. Planning

In this phase, SilverTech will work with NHES to determine key stakeholders and develop an approval process. SilverTech will help NHES develop the most appropriate project plan and develop timelines based on the unique needs of the organization.

1.4.1. Deliverables for the Planning Phase will include the following:

a. Formal Project Kick-off Meeting to confirm scope of work, roles and responsibilities, initial project schedule, methodology, go-live strategy (full, phased, etc.), risks and any best practices that SilverTech will utilize to ensure project success.
b. Project Team Roster and Focus Groups Members including vendors, DoIT, NHES, and external partners.
c. Project Plan that includes stakeholder engagement activities and other key tasks, key decision points and target completion dates, tracking, and communication processes.
   i. Project Schedule
   ii. Status Reports
   iii. Requirements traceability matrix
   iv. Screen mockups (Delivered through Design Phase)
   v. Test Plan (Delivered through Implementation Phase)
   vi. Test results (Delivered through Implementation Phase)
   vii. Communication and marketing plan for change management

1.5. Third Party/Internal Application Integration Review and Implementation Plan Creation

SilverTech will create a plan for implementation strategy between the UI in Drupal and the UI in up to two (2) applications.

As part of this scope, SilverTech will focus on creating an optimal user experience, allowing for the NHES audience to easily locate and access the external tools utilized by the NHES website. All optimization work will be done within the NHES website and Drupal content management system.

Please note that modifications to any external systems themselves are not included in this phase.

1.6. Discovery & Design

During the Discovery Phase, SilverTech will conduct interviews ("focus groups") to understand and further discover the goals, business drivers and success criteria to identify how new site should function. SilverTech and NHES will work together to determine the appropriate amount of "focus group" sessions should be held and the breakdown of each "focus group." Currently, SilverTech is estimating that this Phase will be broken up into five (5) sessions lasting two (2) hours each.

Each of these "focus groups" will complete the following:

a. Analyze, document, and understand external citizen and client needs and preferences.
b. Review and analyze client emails, calls and in-person interactions.
c. Review and analyze web logs and search logs for site usage and navigation.
d. Review and analyze programs and services; identify Departmental alignment with an interest in identifying how best to group or present the services that the website users' "audiences" would look for, use, and find.
e. Set measurable usability objectives.

SilverTech will use the data gathered to produce a qualitative analysis of the findings with recommendations that are expressed through personas, audiences, information architecture and wireframes. SilverTech will also define the requirements for specific site functionality such as wiki, blogs, videos, social networking, bookmarking, search, newsletters, mobile device accessibility, and other such features. The data gathered will ultimately inform the choices made in developing the content choices, functional recommendations, and in partnership with the NHES website redesign Core Team, SilverTech will:

a. Develop and submit a summary based on the "focus group" studies for final review and approval by the Department.
b. Develop and submit for final review and approval by the Department the personas and journey maps associated with each audience. SilverTech is limiting this to up to six (6) personas and journey maps.
c. Develop the hierarchy of the site and the data flow for users visiting the NHES website by determining the most frequently used features.
d. This deliverable will compose of the final delivery and report to include hierarchy of the site, delivery of personas, and audiences as outlined. An NHES Project Manager will coordinate this deliverable for review and approval by the NHES Core Team.

1.6.1. Wireframes

SilverTech will document the necessary details to create functional wireframes. The goal will be to utilize the information gathered through the Discovery phase to build out quick, visually appealing wireframes to focus the groups on the functional design of the site. The goal will be to provide feedback early on to prevent unnecessary work on the wrong path and incurring avoidable expenses. The process also creates a detailed blueprint of how the system should behave, providing a guide to the implementers.

1.6.2. Information Architecture

a. SilverTech will work to further define and refine the NHES information architecture. The goal is to make an easily navigable website to reach their first destination on the site.
b. Identify the first two to three layers of the website. More specifically the top-level home page, the next level of webpages, and the webpage that follow.
c. Identify the menu items, sub menu items, and any additional menus used throughout the site (include how they link to each other).
d. Identify, based on the "focus groups," a recommendation for layout consistency and which types of pages are needed, e.g., blogs, news, events, informational, forms, dashboard data analytics. Each of these may follow a different layout based on requirement such as additional real estate on the page.

1.6.3. Functional Specifications

Once the designs have been approved by NHES, a Functional Specifications document will be completed for any modules that have changed significantly in functionality. This document will be minimal in length and created only to inform SilverTech's developers of exactly what will need to be 'built' in the next tasks so that all parties' expectations are aligned. As part of the Functional Specification task, SilverTech will also perform a fit-gap analysis and provide a review of new functionality for any website components that cannot be addressed by out of the box widgets.

1.7. Key Functional Requirements and Implementation

The website must conform to NH DoIT's Web Services Division's "State of NH Website Best Practices."

1.7.1. Analytics

a. Perform an analysis of available web analytics to identify how the existing website is used.

1.7.2. Security

a. Ability to incorporate functionality leveraging tools like Captcha and ReCaptcha.

1.7.3. Usability

a. Customized field "help" popups or tooltips with a hover over function to depict the information.
b. Web optimization search-keywords (i.e, google search).

1.7.4. Compliance Testing

a. Provide best practices and test plan for compliance testing.

b. Browser compatibility with current versions of FireFox, Internet Explorer, Edge, Chrome, Safari, and mobile browsers for Apple and Android phones.
c. HTML syntax.
d. CSS validation.
e. Functional operation and accuracy.
f. Each of these different test areas are completed by the vendor to ensure that the systems developed are bug-free, meet expectations, and fulfill end users' functional and aesthetic needs.
g. Complete QA and usability testing with internal and external audiences and stakeholders.

1.7.5. Content Feeds
a. Integration with Facebook, Twitter, YouTube and other content feeds as needed. Options to integrate should include embedded links allowing for video playback within the page, ability to pop up creating a new window, ability to display feeds within the webpage both video and text without pop ups or new windows, and standard linking to external feeds.
b. Internal feed options to display content previews of other pages or events within the Department.
c. Customizable templates for standard and mandated reports.
d. Scheduling function (linking calendar capability using MS Outlook and Google).

1.7.6. Forms
a. Design and implement standard web forms to be used for items like Contact Us and registration forms (events, training, etc.).

1.7.7. Implementation
a. Design / HTML and CSS Quality Assurance.
b. Functional / Technical / ADA Testing.
c. Internal / Final QA.
d. Penetration & Vulnerability Test.
e. Site Improve Report.
f. Support State User Acceptance Testing & Resolve Defects.

1.7.8. Search Engine Optimization (SEO)
a. Discover and document NHES's profile to include specializations, clients/personas and the overall services/functions of the Department through "focus groups" led by SilverTech.
b. Identify websites NHES competes with for search engine rankings.
c. Identify and standardize on keywords through "focus groups" and recommendations led and provided by SilverTech.
d. Maximize the presence of the website in the major search engines like Google and Bing.

1.7.9. Content Deployment
a. Content Deployment is not included in this scope but can be included at $100/hour.
b. Further hourly rate discounts can be offered based on the final number of pages.

1.7.10. Training

a. Training sessions offered by DoIT based on Train the Trainer will be provided.
b. Training sessions shall be in person unless otherwise indicated.
c. All training shall be documented and provided to the Department.
d. Use of Content Management System(s).
e. Use of other software or tools in support of website.
f. Administration functions including, but not limited to, user access/password resets.
g. Maintaining website features and functions.

Please note that modifications to any external, third-party systems outside of the NHES website are not included within this scope. Work to these external systems can be added via request for an additional fee based on the requirements needed and DoIT approval.
Content deployment is also not included within the scope of this project, but SilverTech will perform this task if requested at a discounted rate of $100.00 per hour (further hourly rate discounts are possible based on the number of pages SilverTech will deploy).

2. PRICE AND PAYMENT SCHEDULE

SilverTech will complete the work described above for a cost not to exceed $285,450.00.

Invoices shall be sent to:
NHES Fiscal Department
NHES Website Redesign
Attn: Jill Revels and Patricia Berubee
45 South Fruit Street
Concord NH 03301

STATE OF NEW HAMPSHIRE
New Hampshire Employment Security
ATTACHEMENT 1.1 – NHES Website Rebuild

Work Category		Total Cost By Category	Comments
Project Plan	35	$5,250.00	Project plan developed and maintained by SilverTech for the duration of the project via Smart Sheets.
Personas	75	$11,250.00	See Statement of Work.
Journey Maps	80	$12,000.00	See Statement of Work.
Strategy/Sitemap (3 levels)	320	$48,000.00	Discovery Interviews, Focus Groups, Industry Research, Information Architecture and Site Map. See attached document.
Content Review	125	$18,750.00	Content review and guidance for best practices, presented in person to NHES with electronic leave behinds.
Third Party/Internal Application Integration Review and Implementation Plan Creation	50	$7,500.00	
SEO and Web Audit/Strategy/Plan	70	$10,500.00	See Statement of Work.
SEO META Implementation (up to 500 pages)	70	$10,500.00	Implementation of META information into the CMS, tactical deliverable.
Content Gap	70	$10,500.00	See Statement of Work.
Design/Creative	125	$18,750.00	See Statement of Work.
Configuration/Development/QA	180	$27,000.00	See Statement of Work.
One Third-Party Template Consisting of a Header/Footer	10	$1,500.00	External template and CSS that can be provided to third-party vendors for branding purposes.
Feeds/Reports Allocation	40	$6,000.00	Allocated for feeds to the new NHES website such as Twitter, Facebook, and Instagram.
Go Live/Deployment/Post-launch QA	125	$18,750.00	See Statement of Work.
Project Management	325	$48,750.00	Overall project management time.
Contingency @ 10%	203	$30,450.00	Contingency bucket allocated for the duration of the project.

Total	1903	$285,450.00	
Hourly Rate	$150.00		
Hourly Rate for Content Deployment	$100.00		

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STATE OF NEW HAMPSHIRE
Department of Transportation
ATTACHEMENT 1.2 – DOT Website Rebuild

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

1.1. Assumptions & Project Purpose

The State of New Hampshire's Department of Transportation (DOT) is looking to rebuild their current website to be more user friendly and easier to navigate. SilverTech will work with DOT to define team members and establish an approval process, communication strategy, defined project plan, and timeline for the project.

Redesign, development, content deployment and launch of the DOT website at https://www.nh.gov/dot/.

1.2. Goals, Business Drivers and Success Criteria

a. Implement a citizen-centric design to increase productivity for DOT audiences
b. Establish a unified website brand for DOT
c. Create a citizen-centric web presence that is the recognized statewide informational portal for all transportation needs
d. Minimize the number of clicks for a client to access the information needed to create a logical and intuitive navigation system. Streamline processes to publish and maintain content
e. Ensure the ability to scale and evolve functionality of the site as the Department's programs and services change, DOT matures its web presence, and technology evolves
f. Adhere to government regulations surrounding accessibility

1.3. Redesign, Development, Content Deployment and Launch Support for the NHES Website

SilverTech proposes to redesign a new website located at https://nhes.nh.gov utilizing Drupal 8. Assumptions on this engagement include:

Project Deliverables:

a. For forms or processes requiring signature capability, a third-party tool will be utilized – like DocuSign.
b. Combined, all forms built by SilverTech will be limited to a maximum of 200 fields in total. These forms will be limited to simple non secure/workflow forms (additional secure or workflow-based forms would need to be created by DOT with the assistance of DoIT).
c. All training and training documentation to be provided to DOT by DOIT.
d. Web analytics access will be provided by DoIT.
e. Website setup and launch in Acquia will be handled by SilverTech once final approval has been given by DOIT.
f. This project includes SilverTech's time in strategy/planning, template customization, development, content deployment, quality assurance and Drupal/live site config support for DOT along with launch support.
g. All needed content will be provided by DOT or designated contacts in electronic format including any necessary images, photography, etc. needed for template design and creation.
h. Project management throughout the course of this project.

i. SilverTech will assign a project team to this project defined as an account manager, project manager, lead strategist, technical lead, and executive sponsor. Content strategy and site map development to assist in achieving our goal of a more user-friendly website.
j. Launch of each of the website into the State of New Hampshire's Acquia instance once final approval has been given by DoIT.
k. Testing and quality assurance of the website across both desktop and mobile devices, as well as ensuring the website meets ADA compliance.

1.4. Stakeholder/Client Interviews and Focus Groups

SilverTech will conduct up to 10 (2 hours each) interactive, discovery and business goals workshops/focus groups with select DOT stakeholders, staff, partners, and citizens whose feedback we would like to gather to assist with the planning, design and development of the new website. Prior to the workshop(s), SilverTech will provide an agenda to help the participants prepare for the workshop and help facilitate a productive, collaborative session designed to accomplish the target deliverables and requirements:

Activities and Deliverables:

a. Up to 10, 2-hour working sessions
b. Agenda for interviews
c. A summary of the findings and prioritization via an onsite presentation / leave behind

1.5. Analytics Review

SilverTech will perform an analytical review of the DOT website in order to understand current user behavior, trends and patterns. To help inform:

a. What areas of the websites are being used the most by visitors
b. What areas are being underutilized and possible reasons why
c. Bounce rates and time on page
d. Current usability
e. SEO performance
f. Benchmark how visitors are accessing and using the website
g. User habits

Activities and Deliverables:

a. The analytics review will be presented within the "website audit" presentation

1.6. Website and SEO Audit

SilverTech will perform a site audit to understand content, traffic patterns, tactics, usability, and ultimately how the website is structured. SilverTech will also review the mobile experience to understand content consumption, conversion paths, and navigation usage to uncover problem areas, areas of opportunity, and usability obstructions.

SilverTech's primary focus during this website audit will be to better understand how to provide a positive UX experience on the new website. The deliverables will be provided in an onsite presentation.

Activities and Deliverables:

a. Analytics review summary
b. Website and SEO audit for mobile and desktop

1.7. Persona Development

SilverTech will define and develop digital personas, providing a representation of target segment demographics, lifestyle and daily behaviors, hesitations or fears, comfort level with subject matter and technical competency, as well as content and customer experience needs.

Activities and Deliverables:

a. Up to 10 personas will be created by SilverTech

1.8. User Journeys

With the personas defined, we now want to map the customer journey for user engagement. SilverTech will define what the user journey is for each persona identified. We will then create a visual representation or prototype to visualize how a prospective user engages with the website through their interactions. The prototype will visualize a typical journey based on each persona's user requirements and how they get the final conversion point or experience.

Activities and Deliverables:

a. Up to 10 user journeys will be created by SilverTech

1.9. Content Gap Analysis

SilverTech will proceed to develop a content gap analysis based on the personas and user journeys defined in the previous task. The goal of the content gap analysis is to ensure that DOT understands where content is missing and what content can be reused or adjusted. This document will help DOT understand the content requirements for the website in order to provide an ideal user experience.

Activities and Deliverables:

a. Review the existing website content and compare it to the personas and user journeys
b. Develop a content matrix to identify the gaps in the content of the existing website

1.10. Information Architecture

SilverTech will work with DOT to develop a detailed information architecture (IA) and content strategy. The goal of this will be to define the types of information or content users are looking for as well as paths by which they will find that information. The IA will take into consideration:

a. General DOT Information
b. Content Types – (Documents, Images, Videos, etc.)
c. Content Areas – (Programs, Resources, Self Service, etc.)
d. Conversion Points

Activities and Deliverables:

a. Development of the new DOT sitemap up to 3 levels deep

1.11. Functional Specifications

Once the site map has been approved by DOT, Functional Specifications documentation will be completed. This document will inform DOT, as well as SilverTech's developers, exactly what will need to be "built" in the next tasks so that all parties' expectations are aligned.

As part of the Functional Specification task, SilverTech will also perform a fit-gap analysis and provide a review of new functionality for any website components that cannot be addressed by out of the box templates.

Activities and Deliverables:

a. Development of the Fit Gap Analysis
b. Development of the Functional Specification

1.12. Visual Design

SilverTech will work closely with DOT to develop visual concepts based on DOT brand hierarchy, standards, information gleaned from our interviews, focus groups workshops, and strategic deliverables.

The new DOT website will be designed based upon the citizen centric goals identified during discovery. Color, emphasis, copy layout, format, photography and other design elements of our State of NH templates will be employed to ensure that the website is visually compelling in addition to being easy and instinctive to use. ADA compliancy will be incorporated into the selection of design elements.

The objective of the design is to establish a user experience that moves the visitor through the website and toward the overall goals DOT wants users to accomplish (e.g., filling out a form, or finding information they need to make a decision) with visually appealing images and content. The website will be designed to present a consistent user experience across a range of devices including desktop, tablet and mobile phone, known as "responsive design."

Activities and Deliverables:

a. Wireframes for Desktop and Mobile
b. Creative Designs for Desktop and Mobile
c. Image and Character Guide

1.13. Front and Back-End Development

The first stage of development is known as front-end development. The front-end developer goes through a process known as cut-up. In the cut-up process, they will translate the static branding and existing Drupal modules into functional web pages. It will be developed to meet level AA ADA conformance.

The next stage is back-end development. The back-end developer will create any custom functionality that is articulated in the Functional Specification document which is specific to DOT.

Activities and Deliverables:

a. Development of all required HTML, CSS, JavaScript in order for the static designs to work
b. Setup, implementation and configuration of the Drupal CMS
c. Custom development of the required functionality as outlined in the Functional Specifications document

1.14. Content Deployment

SilverTech will deploy the content and assets to build out the defined DOT sitemap. Deployment will include the images, call-to-actions, video, and SEO items such as title tags and meta descriptions for best practices, as approved by DOT.

Activities and Deliverables:

a. SilverTech has allocated up to 500 pages for deployment, with the remainder being handled by the DOT staff. Additional hours from SilverTech for this task may be purchased separately at our discounted content rate.

1.15. Testing (QA)

SilverTech personnel will complete in-house testing of the website before it is released to DOIT and DOT for their own round of testing. After testing by DOIT and DOT is complete, SilverTech will address QA issues before moving the website to a staging environment.

After all development activities are completed, a final QA cycle is conducted to test the functionality built by SilverTech before website launch.

Activities and Deliverables:

a. Functional Test Plan Creation and Execution
b. Test Scripts
c. Visual QA

1.16. Launch and Go-Live

After all other tasks have been completed and DoIT and DOT have approved the website to go- live, SilverTech will develop a launch plan to be approved by DoIT and DOT. This launch plan will outline the timing and procedures for all teams.

Activities and Deliverables:

a. Launch plan
b. Launch of the website on the Acquia platform

2. PRICE AND PAYMENT SCHEDULE

SilverTech will complete the work described above for a cost not to exceed $265,700.00.

Invoices shall be sent to:
DOT at DoIT Purchasing
DOT Website Redesign
Attn: Gretchen Wilder
7 Hazen Drive
Concord NH 03301

STATE OF NEW HAMPSHIRE

Department of Transportation

ATTACHEMENT 1.2 – DOT Website Rebuild

Work Category	HOURS	OPT-IONAL	Total Cost By Category	Comments
Project Plan	30		$4,500.00	Project plan developed and maintained by SilverTech for the duration of the project via Smart Sheets.
Personas	75	X	$11,250.00	See attached document.
Journey Maps	75	X	$11,250.00	See attached document.
Strategy/Sitemap (3 levels)	375		$56,250.00	Discovery Interviews, Focus Groups, Industry Research, Information Architecture and Site Map. See attached document.
Content Review	100	X	$15,000.00	Content review and guidance for best practices, presented in person to DOT with electronic leave behinds.
SEO and Web Audit/Strategy/Plan	60	X	$9,000.00	See attached document.
SEO META Implementation (up to 500 pages)	50	X	$7,500.00	Implementation of META information into the CMS, tactical deliverable.
Content Gap	60	X	$9,000.00	See attached document.
Design/Creative	80		$12,000.00	See attached document.
Configuration/Development/QA	140		$21,000.00	See attached document.
One Third-Party Template Consisting of a Header/Footer	10		$1,500.00	External template and CSS that can be provided to third-party vendors for branding purposes.
Feeds/Reports Allocation	35		$5,250.00	Allocated for feeds to the new DOT website such as Twitter, Facebook, and Instagram.
Go Live/Deployment/Post-launch QA	75		$11,250.00	See attached document.
Project Management	280		$42,000.00	Overall project management time.
Contingency @ 10%	215		$32,250.00	Contingency bucket allocated for the duration of the project.
Hours Total for Project Total not Inclusive of Content Deployment	1660		$249,000.00	
Hourly Rate for Project Work not Inclusive of Content Deployment	$150.00			
Hours Total for Content Deployment (Assumes 500 Pages)	167		$16,700.00	Additional pages can be populated by DOT or by SilverTech for an additional fee. Discounted content rates are available for bulk jobs.
Hourly Rate for Content Deployment	$100.00			
Total Project Cost for Defined Scope			$265,700.00	

Remainder of this page intentionally left blank

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SILVERTECH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 02, 1999. 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: 312195
Certificate Number: 0005361326

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of May A.D. 2021.

William M. Gardner
Secretary of State

SilverTech, Inc.
CONSENT OF DIRECTORS
(In Lieu of a Special Meeting)

The undersigned, being the sole Director of SilverTech, Inc. (the "Corporation"), takes the following actions by consent, in lieu of the special meeting of the Board of Directors of the Corporation (the "Board"), as permitted by New Hampshire R.S.A. 293-A:8.21:

VOTED: That any and all notice requirements contained in New Hampshire R.S.A. 293-A are hereby waived.

FURTHER
VOTED: That the form, terms, conditions and considerations set forth in the agreement by and between New Hampshire Department of Information Technology and the Corporation (the "Agreement"), substantially in the form thereto presented to the Board, and the transactions contemplated thereunder, be and hereby are authorized and approved in all material respects, and all other actions or matters necessary and appropriate to give effect to the foregoing, be and the same hereby are in all material respects approved, authorized and adopted by the Board.

FURTHER
VOTED: That Yuvraj (Nick) Soggu is hereby and thereby authorized empowered and directed, on behalf and in the name of the Corporation to execute and deliver the Agreement and to take all such other actions, as they deem necessary or advisable to carry out the intent of the above resolution and transaction contemplated thereby, the execution of any such instruments or documents and the taking of any such action to be conclusive evidence of their having so deemed.

FURTHER
VOTED: That this consent be filed with the records of the Corporation and shall be treated with the same force and effect as if adopted at a duly convened annual meeting of the Board.

Dated: May 4, 2021

Yuvraj (Nick) Soggu, Director

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2021

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
FIA/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Pamela Bennett, CIC
PHONE (AC, No, Ext): (603) 669-3218 FAX (AC, No): (603) 645-4331
E-MAIL ADDRESS: Mench.Certs@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Prop. Cas. Co. of America	25674
INSURER B: Travelers Indemnity Co	25658
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
SilverTech, Inc.
198 Bridge Street
Manchester NH 03104

COVERAGES CERTIFICATE NUMBER: 20-21 All w/E&O/ 21-22 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ZLP-51N34893-20	09/18/2020	09/18/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA-2R117412-20	09/18/2020	09/18/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP-2R118525-20	09/18/2020	09/18/2021	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	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		UB1S3303892115G	04/24/2021	04/24/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Technology Errors & Omissions Liability retro date 09/18/2013			ZPL-51N34804-20	09/18/2020	09/18/2021	Limit Deductible	$1,000,000 $10,000

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

Re: DoIT Contract #2019-074 Web Site Design.

CERTIFICATE HOLDER

State of NH: Department of Information Technology
Attn:Chief Information Officer
27 Hazen Drive
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lisa Kile

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY FIAUCross Insurance	NAMED INSURED SilverTech, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance; Notes

(3a.) CO, IN, & NH

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

Denis Goulet
Commissioner

November 2, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-17, 2020-18, 2020-20 and 2020-021, Governor Sununu has authorized the Department of Information Technology, to amend a sole source contract with SilverTech, Inc., of Manchester, NH 03104 (VC-174355), by exercising a contract renewal option by increasing the not to exceed amount by $373,900 from $1,539,640 to $1,913,540 and extending the completion date from December 31, 2020 to December 31, 2022, for Web Site Content Strategy and Design services related to the COVID-19 emergency, through December 31, 2022. The original contract was approved by Governor and Council on March 27, 2019 Item #28 and amended on October 2, 2019, Item #23. Source of Funds: 100% Federal

Funding is available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	Activity Code	SFY 21
01-03-003-030010-19210000 COVID19 - IT Svcs, 046-500465 IT Consultants	03030371	$373,900

EXPLANATION

This sole source amendment is in response to critical COVID-19 emergency initiatives directly related to the application for and distribution of CARES Act funding for the State of New Hampshire. This amendment ensures professional services are secured to support the Web Site Content Strategy and Design services. SilverTech has successfully completed multiple projects for the State and has the necessary knowledge and desire to work with the State to continue to provide services related to the COVID-19 emergency.

Respectfully submitted,

Denis Goulet
Commissioner
Department of Information Technology

DG/lk
DoIT # 2019-074
RID: 54826

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

Denis Goulet
Commissioner

October 15, 2020

His Excellency, Governor Christopher T. Sununu
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Information Technology to amend a sole source contract with SilverTech, Inc., of Manchester, NH 03104 (VC 174355), by exercising a contract renewal option by increasing the not to exceed amount by $373,900 from $1,539,640 to $1,913,540 and extending the completion date from December 31, 2020 to December 31, 2022 for Web Site Content Strategy and Design services related to the COVID-19 emergency, effective upon Governor approval through December 31, 2022. The original contract was approved by Governor and Council on March 27, 2019 Item #28 and amended on October 2, 2019, Item #23. Source of Funds: 100% Federal

Funding is available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	Activity Code	SFY 21
01-03-003-030010-19210000 COVID19 - IT Svcs, 046-500465 IT Consultants	03030371	$373,900

EXPLANATION

This request is in response to critical COVID-19 emergency initiatives directly related to the application for and distribution of CARES Act funding for the State of New Hampshire. This amendment ensures professional services are secured to support the Web Site Content Strategy and Design services. SilverTech has successfully completed multiple projects for the State and has the necessary knowledge and desire to work with the State to continue to provide services related to the COVID-19 emergency.

Respectfully Submitted,

Denis Goulet
Commissioner
Department of Information Technology

DoIT RID # 54826

I hereby approve this request pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, and 2020-20.

Oct. 22, 2020
Date

Name: Governor Christopher T. Sununu

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT #2

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY:

WEB SITE DESIGN

DoIT 2019-074

AMENDMENT 2

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT #2

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council on March 27, 2019, Item #28 and amended on October 2, 2019, Item # 23, (herein after referred to as the "Agreement"), SilverTech, Inc. (hereinafter referred to as "Contractor" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council unless no such approval is required under the circumstances pursuant to State law, rule or policy;

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

WHEREAS, the Department wishes to have the Contractor assist with Web Site Content Strategy and Design services related to the COVID -19 crisis;

WHEREAS, The Vendor agrees to provide Web Site Content Strategy and Design Services related to the COVID -19 crisis;

WHEREAS, the Department and the Contractor wish to extend the completion date from December 31, 2020 to December 31, 2022;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $373,900 to bring the total contract price to $1,913,540;

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the State of New Hampshire P-37 General Provisions by extending the Completion Date from December 31, 2020 to December 31, 2022.
2. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by $373,900 from $1,539,640 to $1,913,540.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT #2

TABLE 2: CONTRACT HISTORY				
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2019-074	Original Contract	March 27, 2019, Item #28	December 31, 2020	$539,640
2019-074 Amendment 1	1st Amendment	October 2, 2019, Item #23	December 31, 2020	$1,000,000
2019-074 Amendment 2	2nd Amendment	TBD	December 31, 2022	$373,900
			CONTRACT TOTAL	$1,913,540

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT #2

CONTRACTOR

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

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

Date: 10/15/20

Yuvraj (Nick) Soggu
President
SilverTech, Inc.

STATE OF NEW HAMPSHIRE

Date: 10/16/2020

Denis Goulet
Commissioner
Department of Information Technology

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

Approved by the Attorney General

Jill Perlow

Date: 10/21/2020

State of New Hampshire, Department of Justice

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
DoIT # 2019-074
CONTRACT AMENDMENT #2

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

Office of the Secretary of State

_____ Date: _____

State of New Hampshire, Department of Administration

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 SILVERTECH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 02, 1999. 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: 312195

Certificate Number: 0005028571

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 October A.D. 2020.

William M. Gardner

Secretary of State

SilverTech, Inc.
CONSENT OF DIRECTORS
(In Lieu of a Special Meeting)

The undersigned, being the sole Director of SilverTech, Inc. (the "Corporation"), takes the following actions by consent, in lieu of the special meeting of the Board of Directors of the Corporation (the "Board"), as permitted by New Hampshire R.S.A. 293-A:8.21:

VOTED: That any and all notice requirements contained in New Hampshire R.S.A. 293-A are hereby waived.

FURTHER VOTED: That the form, terms, conditions and considerations set forth in the Contract Amendment by and between New Hampshire Department of Information Technology and the Corporation (the "Agreement"), substantially in the form thereto presented to the Board, and the transactions contemplated thereunder, be and hereby are authorized and approved in all material respects, and all other actions or matters necessary and appropriate to give effect to the foregoing, be and the same hereby are in all material respects approved, authorized and adopted by the Board.

FURTHER VOTED: The Yuvraj (Nick) Soggu is hereby and thereby authorized empowered and directed, on behalf and in the name of the Corporation to execute and deliver the Agreement and to take all such other actions, as they deem necessary or advisable to carry out the intent of the above resolution and transaction contemplated thereby, the execution of any such instruments or documents and the taking of any such action to be conclusive evidence of their having so deemed.

FURTHER VOTED: That this consent be filed with the records of the Corporation and shall be treated with the same force and effect as if adopted at a duly convened annual meeting of the Board.

Dated: October 15, 2020

Yuvraj (Nick) Soggu, Director

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2020

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

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

PRODUCER
FIA/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Pamela Bennett, CIC
PHONE (A/C, No, Ext): (603) 883-3218 FAX (A/C, No): (603) 843-4331
E-MAIL ADDRESS: pbennett@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
SilverTech, Inc.
198 Bridge Street
Manchester NH 03104

COVERAGES CERTIFICATE NUMBER: 20-21 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ZLP51N34683	09/18/2020	09/18/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-2R117412	09/18/2020	09/18/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			CUP-2R118525	09/18/2020	09/18/2021	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ YES 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	Technology Errors & Omissions Liability Retro date 09/18/2013			ZPL51N34604	09/18/2020	09/18/2021	Limit Deductible	$1,000,000 $10,000

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

DoIT # 2019-074

CERTIFICATE HOLDER

State of NH Department of Information Technology
Attn: Chief Information Officer
27 Hazen Drive
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lisa Rice

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The ACORD name and logo are registered marks of ACORD

THE HARTFORD

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

March 26, 2020

FOR INFORMATIONAL PURPOSES ONLY
195 Bridge Street
Manchester NH 03104

Account Information:

Policy Holder Details :	SILVERTECH, INC.

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

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

Sincerely,
Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
HAYS COMPANIES INC
13882304
133 FEDERAL STREET 2ND FL
BOSTON MA 02110

CONTACT NAME:
PHONE (A/C, No, Ext): (973) 359-3600
FAX (A/C, No): (973) 359-3601
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire and Its P&C Affiliates	00914
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
SILVERTECH, INC.
198 BRIDGE ST
MANCHESTER NH 03104-4953

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	
	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	
	DED RETENTION $						AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		13 WEC IC8260	04/24/2020	04/24/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
FOR INFORMATIONAL PURPOSES ONLY
198 Bridge Street
Manchester NH 03104

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

AUTHORIZED REPRESENTATIVE
Susan A. Castaneda

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STATE OF NEW HAMPSHIRE

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

Denis Goulet
Commissioner

September 13, 2019

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT), to enter into a sole source contract amendment with SilverTech, Inc., of Manchester, NH 03104 (VC 174355), increasing the not to exceed amount by $1,000,000 from $539,640 to $1,539,640 for Web Site Content Strategy and Design services , effective upon the date of Governor and Executive Council approval through December 31, 2020. This agreement was originally approved by the Governor and Executive Council on March 27, 2019 Item #28.

Source of Funds: Funding is available in the Department of Information Technology accounts as follows. 100% Capital Funds.

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME-AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	FY 2020
01-03-03-030030-13090000 – DoIT Digital Government Transformation 034-500099 Capital Project	$1,000,000.00

EXPLANATION

The DoIT respectfully requests approval of a sole source contract amendment with SilverTech, Inc., for several key reasons.

1. SilverTech has been doing a great job of delivering value on time and on budget. SilverTech runs a tight ship and the agencies currently working with SilverTech (DoIT, Department of Education and Department of Environmental Services, and the State as a whole), are benefiting from the work.
2. DoIT is behind on releasing a competitive solicitation for a statewide contract because our small web team has been diverted by several critical projects:
   a. The unexpected need to move the DNCR sites from the SilverTech environment to the State of New Hampshire environment consumed about 9 person weeks of effort that we had not planned for. The DNCR hosting contract with SilverTech was up for

renewal so it made sense to move them to the state environment. By bringing DNCR onto the state environment, DNCR did not need to renew their hosting services with SilverTech resulting in a cost savings for DNCR and the State.

b. The Comprehensive Child Welfare Information System (CCWIS) project is consuming more of our resources than planned to meet the validly aggressive schedule to get new salesforce.com features into the hands of the caseworkers. The system is being designed to support social workers automation needs to organize and record quality case information about the child and families receiving child welfare services.

Our plan is to split the ongoing web site effort into the following three categories so that we can get all of the sites done in a year or less. We plan to add several contractors to the team to address categories 1 and 2, but we need outside professional help for category 3. Category 3 would address the large sites like DHHS, DOS, DES (site build out), DOT, etc...). In order to meet the aggressive time line and deliver more impactful (large site) results sooner we need a contract vehicle in place as soon as possible for content strategy and site build out.

1. Lift and Shift – little to no work to be done on content strategy. The effort is setting up their template, converting their site to GatherContent for review/editing, migrating that data into the new site to go into production.
2. Internal Help – websites that have three (3) or less personas and a limited number of existing pages that we believe DOIT (WSD & ASD) staff can work with the agency to do the content strategy.
3. Contractor Help – websites that have three (3) or more personas and/or a large number of existing pages that require professional services to do content strategy and migration work.

In summary, we are requesting a sole source amendment for SilverTech so that we may stay on track with the efforts that are already underway, and speed up the delivery. We will do the competitive solicitation after we have completed critical tasks for the CCWIS project.

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

Respectfully submitted,

Denis Goulet
Commissioner, Department of
Information Technology

DG/lk
DoIT #2019-074A
RID: 44783

cc: Theresa Paré Curtis, DoIT Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
2019-074 CONTRACT
CONTRACT AMENDMENT #1

WHEREAS, pursuant to an Agreement approved by Governor and Council, on March 27, 2019, Item # 28 (herein after referred to as the "Agreement"),SilverTech, Inc. (hereinafter referred to as "Vendor" or "SilverTech") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

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

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

WHEREAS, the Department wishes to add a new deliverable for Web Site Content Strategy and Design services for State Agency Implementations;

WHEREAS, The Vendor agrees to provide Web Site Content Strategy and Design Services;

WHEREAS, the Department and the Vendor wish to increase the Contract price by $1,000,000 to bring the total contract price to $1,539,640;

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

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

The Agreement is hereby amended as follows: P37

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by $1,000,000 from $539,640 to $1,539,640.

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

Table 1

Contract #2019-074 Statement of Work Section Number	AMENDED TEXT
Form P-37	Update 1.6 to include the funding information for this amendment: 030-003-13090000-300099.
Contract #2019-074 /Part 3, Exhibit B	AMENDED TEXT
Page 10	Add New Project 3: Content organization, site planning/strategy, development, deployment of new websites based on approved Statement of work at a cost not to exceed $1,000,000
Page 10	Replace Table 1.2 with the following:

Table 1.2.1 ACTIVITIES, DELIVERABLES, OR MILESTONES
Web Site Content Strategy and Design Services:

	• DoIT will provide detailed statements of work for the requested professional services including required deliverables and proposed payment schedule. • SilverTech., at no cost to the State, will provide a project proposal that may include but is not limited to a solution proposal, project plan, assigned resources and pricing. • Upon State acceptance of the proposal, work shall commence and payments made in accordance with accepted payment schedule
	The professional services being proposed include additional SilverTech Web Site Content Strategy and Design Services. These services will be executed when additional project work is requested and approved by the State to support on-going applications.
	The professional services will be defined in change orders and accepted by the State.

Table 2 CONTRACT HISTORY 2019-074 – Web Site Content Strategy and Design Services Contract

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2019-074	Original Contract	3/27/2019 Item #28	12/31/2020	$539,640
2019-074 Amendment 1	1st Amendment	TBD	12/31/2020	$1,000,000
	CONTRACT TOTAL:			$1,539,640

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
2019-074 CONTRACT
CONTRACT AMENDMENT #1

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

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

Date: 9/11/19

Yuvraj (Nick) Soggu
President, SilverTech, Inc.

Corporate Signature Notarized:

STATE OF New Hampshire

COUNTY OF Hillsborough

On this the 11th day of September, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Notary Public/Justice of the Peace

MARGUERITE J LINDAHL
Notary Public-New Hampshire
My Commission Expires
October 17, 2023

My Commission Expires: October 17, 1923

(SEAL)

State of New Hampshire

Date: 9/13/2019

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB SITE DESIGN
2019-074 CONTRACT
CONTRACT AMENDMENT #1

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

Approved by the Attorney General

Date: 9/17/2019

State of New Hampshire, Department of Justice

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SILVERTECH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 02, 1999. 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: 312195
Certificate Number: 0004591137

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of September A.D. 2019.

William M. Gardner
Secretary of State

SilverTech, Inc.
CONSENT OF DIRECTORS
(In Lieu of a Special Meeting)

The undersigned, being the sole Director of SilverTech, Inc. (the "Corporation"), takes the following actions by consent, in lieu of the special meeting of the Board of Directors of the Corporation (the "Board"), as permitted by New Hampshire R.S.A. 293-A:8.21:

VOTED: That any and all notice requirements contained in New Hampshire R.S.A. 293-A are hereby waived.

FURTHER
VOTED: That the form, terms, conditions and considerations set forth in the Contract Amendment by and between New Hampshire Department of Information Technology and the Corporation (the "Agreement"), substantially in the form thereto presented to the Board, and the transactions contemplated thereunder, be and hereby are authorized and approved in all material respects, and all other actions or matters necessary and appropriate to give effect to the foregoing, be and the same hereby are in all material respects approved, authorized and adopted by the Board.

FURTHER
VOTED: That Yuvraj (Nick) Soggu is hereby and thereby authorized empowered and directed, on behalf and in the name of the Corporation to execute and deliver the Agreement and to take all such other actions, as they deem necessary or advisable to carry out the intent of the above resolution and transaction contemplated thereby; the execution of any such instruments or documents and the taking of any such action to be conclusive evidence of their having so deemed.

FURTHER
VOTED: That this consent be filed with the records of the Corporation and shall be treated with the same force and effect as if adopted at a duly convened annual meeting of the Board.

Dated: September 11, 2019

Yuvraj (Nick) Soggu, Director

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/12/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Hays Companies Inc.
133 Federal Street, 6th Floor
Boston MA 02110

CONTACT NAME: Moira Crosby
PHONE: FAX:
E-MAIL ADDRESS: mcrosby@hayscompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company Ltd	11000
INSURER B: Rated by Multiple Companies	00916
INSURER C: Hartford Fire Insurance Company	19682
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Divertech, Inc
196 Bridge St
Manchester NH 03104

COVERAGES CERTIFICATE NUMBER: 19-20.01 DTD MC-Tech BSO REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[illegible]	9/12/2019	9/12/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	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)	$ $ $ $
A	X UMBRELLA LIAB EXCESS LIAB DED RETENTION $			[illegible]	9/10/2019	9/10/2020	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		[illegible]	[illegible]	[illegible]	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Technology E&O			[illegible]	9/10/2019	9/10/2020	Each Wrongful Act Aggregate Limit	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: contract number 2019-076

CERTIFICATE HOLDER

State of New Hampshire
Department of Information Technology
ATTN: Chief Information Officer
27 Hazen Drive
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
James Hays/MCROSB

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STATE OF NEW HAMPSHIRE

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

Denis Goulet
Commissioner

March 8, 2019

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

Requested Action

Authorize the Department of Information Technology (DoIT), to enter into a sole source contract with SilverTech, Inc., of Manchester, NH 03104 (VC 174355), in an amount not to exceed $539,640.00 for the creation of common and re-usable designs and base templates for Drupal 8 web content management, effective upon the date of Governor and Executive Council approval through December 31, 2020, with an option to renew up to two (2) times for two (2) years each upon Governor and Executive Council approval.

Source of Funds: DoIT 100% Other Funds (The agency Class 027 used to reimburse DoIT is 36% General Funds and 64% Other); DES 55% General Funds, 45% Other Funds; DOE 45% General Funds, 40% Federal Funds, 15% Other Funds.

Funds are available in SFY 2019 in the following accounts, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified.

ACCOUNTING INFORMATION	FY 2019
01-03-03-030010-77030000-046-500465 DoIT – CENTRAL IT SERVICES & OPS	$281,016
03-44-44-440010-10020000-046-500464 DES – ADMINISTRATION - SUPPORT	$144,972
06-56-56-560010-51370000-607-500937 DOE - OTHER STATE AID	$16,110
06-56-56-560010-51370000-606-500936 DOE - OTHER STATE AID	$13,000
06-56-56-560010-40000000-020-500741 DOE - PROGRAM SUPPORT-STATE	$5,000
06-56-56-562010-25040000-102-500731 DOE - IDEA-SPECIAL ED-ELEM/SEC	$5,000
06-56-56-562010-25180000-102-500731 DOE - TITLE IV-A	$5,000
06-56-56-562010-25190000-072-509073 DOE - TITLE IV-B	$5,000
06-56-56-562010-25330000-070-500741 DOE - NAEP	$5,000
06-56-56-562010-25090000-102-500731 DOE - TITLE I COMPENSATORY ED	$5,000

06-56-56-562010-25020000-102-500731 DOE - E-LEARNING FOR EDUCATORS	$5,000
06-56-56-562010-25340000-102-500731 DOE - ASSESSMENT - FEDERAL	$5,000
06-56-56-562010-25100000-102-500731 DOE - TITLE II A PROF DEVELOP	$5,000
06-56-56-562010-25030000-020-500241 DOE - INSTRUCTIONAL SUPPORT	$5,000
06-56-56-562010-64010000-020-500241 DOE - INSTRUCTION - STATE	$5,000
06-56-56-562010-25310000-020-500241 DOE - ASSESSMENT - STATE	$5,000
06-56-56-565010-25370000-038-500175 DOE - PROGRAM ADMINISTRATION	$5,000
06-56-56-565010-60370000-102-500731 DOE - CTE VOC ED - PERKINS	$5,000
06-56-56-565310-25300000-102-500731 DOE - CREDENTIALING	$7,542
06-56-56-566510-67770000-102-500731 DOE - ADMINISTRATION FEES	$5,000
GRAND TOTAL	$539,640

Explanation

The DoIT respectfully requests approval of a sole source contract with SilverTech, Inc. They were selected due to their proven ability to delivery award winning, quality websites for New Hampshire state agencies including the popular VisitNH.gov website, their ability to provide the website design roadmap and templates within 3 months of contract award, and that the templates are a critical component of the website modernization project.

Approval of this contract allows the State to initiate a statewide website modernization project designed to improve more than 70 State agency websites. The majority of state websites are not designed with a citizen-centric focus and do not share common tools such as public calendars or searchable document libraries. State agency websites lack a cohesive design or ease of use to make government information and services accessible to those who need it.

To address these deficiencies, SilverTech, in collaboration with DoIT and a designated design team, will review, plan and architect the creation of a set of common Drupal 8 templates to be utilized for all other State of New Hampshire websites. SilverTech's unique knowledge and understanding of the State's current website environment and their experience in developing reusable templates will result in completing the State's web design roadmap in less than three months. The design roadmap and the template library will include a common set of 15 core and generic templates that can be easily modified to include the agency branding so they can be quickly deployed.

These common and re-usable designs and base templates for Drupal are critical to the success of the website modernization project. Until these templates are available, state agencies are unable to begin site redesign projects. To prove out the template designs, SilverTech will also use those re-usable designs to provide content deployment services to launch two executive branch websites as well as provide content organization and strategy for one executive branch agency.

SilverTech, will be assisting the State with several pilot implementations including content deployment and launch of the Governor's website, content deployment and launch of the Department of Education's website and website planning and strategy and content organization for the Department of Environmental Services.

The Departments of Information Technology, Education and Environmental Services respectfully request approval of this contract.

Respectfully submitted,

Denis Goulet
Commissioner, Department of
Information Technology

Robert R. Scott
Commissioner, Department of
Environmental Services

Frank Edelblut
Commissioner, Department of
Education

DG/lk
DoIT #2019-074
RID: 41263

cc: Theresa Paré Curtis, DoIT Director

FORM NUMBER P-37 (version 5/8/15)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name SilverTech, Inc.		1.4 Contractor Address 196 Bridge Street Manchester, NH 03104	
1.5 Contractor Phone Number 603-669-6600	1.6 Account Number 01-03-03-030010-77030000-046-500465	1.7 Completion Date December 31, 2020	1.8 Price Limitation $539,640.
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner and Chief Information Officer		1.10 State Agency Telephone Number (603) 223-5703	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory. Nick Soggu, CEO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 3/14/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Marguerite J Lindahl

(Seal)

MARGUERITE J LINDAHL
Notary Public-New Hampshire
My Commission Expires
October 17, 2023.

1.13.2 Name and Title of Notary or Justice of the Peace

Marguerite Lindahl

1.14 State Agency Signature Date: 3/14/2019	1.15 Name and Title of State Agency Signatory Denis Goulet Commissioner & CIO

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

By: Director, On:

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

By: On: 3/14/2019

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

By: On:

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

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

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

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

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

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

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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14.1 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.3 and 1.4, herein.

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Date 3/14/19

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DESIGN SERVICES
DoIT CONTRACT #2019-074
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DESIGN SERVICES
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PART 2 - INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Authorized Persons	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
Certification	The Vendor's written declaration with full supporting and written Documentation, (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and

	acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management*)
Contract Price	The total, not to exceed amount, to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
Contractor	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this Project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
DBA	Database Administrator

Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specification). Class A Deficiency – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. Class B Deficiency – *Software* - Important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing."
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders

Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by 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-Public Information	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours - 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State

	holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project

Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Service	The work or labor to be performed by the Vendor on the Project as described in the Contract.
the Contractor	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract

Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Information Technology 7 Hazen Dr Concord, NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A

State Data	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts, and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Contractor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.

User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DESIGN SERVICES
DoIT CONTRACT #2019-074
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Information Technology("State"), and SilverTech, ("Contractor"), having its principal place of business at 196 Bridge Street, Manchester, NH 03104.

The State of NH DoIT is set to implement an enterprise Drupal 8 web content management solution. The contractor, SilverTech, will be assisting the State of NH with the creation of common and re-usable designs and base templates for Drupal that shall be used by all executive branch agencies. The contractor will also use those re-usable designs to provide content deployment services to launch two executive branch websites as well as provide content organization and strategy for one executive branch agency.

RECITALS

Whereas the State desires to have the Contractor assist the STATE of NH, Department of Information Technology (DoIT) with the Web Design Services initiatives:

1. Creation of common and re-usable designs and base templates for Drupal;
2. Content deployment and launch of the Governor's website;
3. Content deployment and launch of the Department of Education's website; and
4. Website planning and strategy and content organization for the Department of Environmental Services.

Whereas the Contractor wishes to provide technical expertise as consultant support to the State of NH DoIT and leverage the re-usable designs and base templates to allow for deployment of State of NH websites, implement common functionality in the hosting environment including public calendars, multimedia tools, and a searchable document library.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2019-074) is comprised of the following documents:

A. Part 1 - Form P-37 General Provision
B. Part 2 - Information Technology Provisions
C. Part 3 - Exhibits
   Exhibit A- Contract Deliverables
   Exhibit B- Price and Payment Schedule

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DESIGN SERVICES
DoIT CONTRACT #2019-074
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

Exhibit C- Special Provisions
Exhibit D- Administrative Services
Exhibit E- Implementation Services
Exhibit F- Testing Services
Exhibit G- Maintenance and Support Services
Exhibit H- Requirements
Exhibit I-. Work Plan
Exhibit J- Software Agreement
Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- Vendor Proposal, by reference
Exhibit O- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

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

a. State of New Hampshire, Department of Information Technology Contract Agreement 2019-074, including Parts 1, 2, and 3;
b. SilverTech quote dated 2/6/2019

2. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend through December 31, 2020. The Term may be extended up to two (2) times for two (2) years each, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

Time is of the essence in the performance of the Contractor's obligation under the contract.

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3. COMPENSATION

3.1 CONTRACT PRICE

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

3.2 NON-EXCLUSIVE CONTRACT

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

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Nick Sozzu
CEO
196 Bridge Street, Manchester, NH 03104
603-234-1437
Nick.sozzu@silvertech.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contractor's Project Manager's resume, qualifications, references, and

background checks, and an interview. The State may require removal or reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

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

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

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

4.2.5 CONTRACTOR Project Manager is:

William Stomce
Senior Project Manager
196 Bridge Street, Manchester, NH 03104
603-669-6600
William.stomce@silversch.com

4.3 CONTRACTOR KEY PROJECT STAFF

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

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

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

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

The Contractor's Key Project Staff:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DESIGN SERVICES
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Key Member(s)	Title
Brady Kingsbury	Strategist
Raquel Castillo	Digital Strategist
Erin Presseau	Senior Digital Strategist
Paul St. Amand	Senior Web Developer
DJ Hughes	Senior Web Developer
Sharon Genest	Senior Director, Delivery
Derek Barka	CTO
Nick Soggu	Executive Sponsor
Jillian Clukey	Project Coordinator
William Siorace	Senior Project Manager

4.4 STATE CONTRACT MANAGER

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

Theresa Pare-Curtis
Director, Web Support Division
64 South Street
Concord, NH 03301
Tel: 603-230-3458
Fax: 603-271-8460
Email: Theresa.Curtis@doit.NH.gov

4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

Alan Volpe
Web Content Project Manager
64 South Street
Concord, NH 03301
Tel: 603-230-3449
Fax: 603-271-8460
Email: alan.volpe@NH.gov

4.6 REFERENCE AND BACKGROUND CHECKS

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

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

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

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

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

5.2 DELIVERABLES AND SERVICES

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

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

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

5.4 SOFTWARE REVIEW AND ACCEPTANCE

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

6. SOFTWARE

The Contractor shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit I: *Software Agreement*. Licenses have been purchased through a separate NASPO agreement and are not required as part of this contract.

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

The Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: Implementation Services.

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

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

7.5 MAINTENANCE AND SUPPORT SERVICES

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

7.6 WARRANTY SERVICES

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

8. WORK PLAN DELIVERABLE

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

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

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure

to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

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

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

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

9. CHANGE ORDERS

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

The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

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

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all, title, and rights in any Software modifications developed

in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities, the Contracted Vendor 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 Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. the Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3 CONTRACTOR'S MATERIALS

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

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

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

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

10.5 CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchases software development services, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up-right and license to use, copy, modify and prepare derivative works of any custom developed software. This section does not apply to the Contractor's proprietary software code.

10.6 SURVIVAL

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

11 - USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

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

11.2 STATE CONFIDENTIAL INFORMATION

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

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

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

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

11.3 CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall 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 liability to the Contractor.

11.4 SURVIVAL

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

12 LIMITATION OF LIABILITY

12.1 STATE

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

12.2 CONTRACTOR

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

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement-General Provisions Section

13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 STATE'S IMMUNITY

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

12.4 SURVIVAL

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

13 TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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

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

13.2 TERMINATION FOR CONVENIENCE

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

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

13.3 TERMINATION FOR CONFLICT OF INTEREST

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

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

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

Contractor Initials: VK
Date: 1/9/15

13.4 TERMINATION PROCEDURE

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require 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.

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

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

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

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

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

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

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

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

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

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

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

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

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

14 CHANGE OF OWNERSHIP

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

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

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

16 DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in

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the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	SILVERTECH	STATE	CUMULATIVE ALLOTTED TIME
Primary	William Storace Senior Project Manager	Alan Volpe Project Manager	5 Business Days
First	Sharon Genest Senior Director, Delivery	Theresa Pare-Curtit Director	5 Business Days
Third	Nick Soggu CEO	Denis Goulet Commissioner	10 Business Days

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

17 GENERAL TERMS AND CONDITIONS

17.1 COMPUTER USE

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), the Contractor understands and agrees to the following rules:

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

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.

c. That at no time shall the 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.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State.

Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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

17.2 EMAIL USE

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." The Contractor understand and agree that use of email shall follow State standard policy (available upon request).

17.3 INTERNET/INTRANET USE

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

17.4 REGULATORY GOVERNMENT APPROVALS

The Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

17.5 INSURANCE CERTIFICATE

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

17.6 EXHIBITS

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

17.7 VENUE AND JURISDICTION

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

17.8 SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions- Section 11: Use of State's Information, Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

17.9 FORCE MAJEURE

Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such

party: Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

17.10 NOTICES

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

TO THE CONTRACTOR:	TO STATE:
SILVERTECH	STATE OF NEW HAMPSHIRE
NICK SOGGU	DEPT. OF INFORMATION TECHNOLOGY
196 BRIDGE ST	27 HAZEN DRIVE
MANCHESTER, NH 03104	CONCORD, NH 03301
TEL: (603) 669-6600	TEL: (603) 230-3453

17.11 DATA PROTECTION

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

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

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

d. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

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

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

17.12. DATA LOCATION

The Contractor shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support.

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359-C.

Contact:

Daniel J. Dister, CISSP
Chief Information Security Officer
NH Department of Information Technology
Office: 603-223-5734 Cell: 603-931-9234
Daniel.Dister@doit.nh.gov

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

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

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

17.14. BREACH RESPONSIBILITIES

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.

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

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

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

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

17.15. NOTIFICATION OF LEGAL REQUESTS

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

17.16. ACCESS TO SECURITY LOGS AND REPORTS

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

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Date: 3/1/18

17.17. CONTRACT AUDIT

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

17.18. DATA CENTER AUDIT

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

17.19. ADVANCE NOTICE

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

17.20. SECURITY

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

17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

17.22. IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE

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

17.24. RIGHT TO REMOVE INDIVIDUALS

The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security

violation exists with respect to the request, the Contractor shall immediately remove such individual, the Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

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1.0 INTRODUCTION

Problem Statement – The State of New Hampshire is tasked to modernize and improve State agency websites. Currently, New Hampshire agency websites are not managed using an enterprise web content management solution, are not designed with a citizen-centric focus, and do not share common tools such as public calendars or searchable document libraries.

Goals – The State is implementing an enterprise web content management solution known as Drupal 8 in a shared, hosted infrastructure. More than 70 agency websites hosted in the current environment must be deployed to allow agency content providers to take advantage of the Drupal content management system and common tools. To do this efficiently and effectively, the State must have a set of common Drupal 8 templates to be utilized by all State of New Hampshire websites. The template library will include a common set of 15 core and generic templates. These templates are easily modified to include the agency branding so they may be quickly deployed.

Statement of Work

The Contractor, SilverTech, will assist the State with the creation of common and re-usable designs and base-templates for Drupal that shall be used by all executive branch agencies. The contractor will also use those re-usable designs to provide content deployment services to launch two executive branch websites as well as provide content organization and strategy for one executive branch agency. SilverTech will provide technical expertise as consultant support to the State and leverage the power of the Drupal 8 web hosting environment by leading effort for content deployment and launch of two (2) agency websites and website planning and content organization for one (1) agency website.

The Contractor, SilverTech, will be assisting the State with the following pilot implementations:

1. Creation of common and re-usable designs and base templates for Drupal;
2. Content deployment and launch of the Governor's website;
3. Content deployment and launch of the Department of Education's website;
4. Website planning and strategy and content organization for the Department of Environmental Services; and
5. Professional Services for adding new State Agency implementations.

The contractor, SilverTech, will utilize an iterative delivery approach during the strategy and design phase of this project. During design specifically, the contractor will provide up to three (3) unique designs. Upon selection of a direction by the designated state project team, the contractor will provide for up to three rounds of modification/revisions to the selected design direction.

General Project Assumptions

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

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

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3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services.

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

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

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EXHIBIT A: CONTRACT DELIVERABLES

2.0 DELIVERABLES, MILESTONES, AND ACTIVITIES

SilverTech shall provide the State with professional services required to complete four (4) specific projects. The initial project, Creation of common and re-usable designs and base templates for Drupal, is the key deliverable to the successful deployment of the new web content management solution to be used by all state agencies. The remaining three (3) projects allow the State to complete pilot engagements that validate the success of the re-usable designs and base templates and establish the necessary business processes to successfully migrate all state agency websites to the new hosting and content management solution.

1. Creation of Common and re-usable designs and base templates for Drupal
   In collaboration with DoIT and a designated design team, SilverTech will review, plan and architect the creation of a set of common Drupal 8 templates to be utilized for all other State of New Hampshire websites (including the three mentioned in this proposal). The scope is limited to include a common set of 15 core and generic templates – including the selection of a common calendaring tool, a common searchable document library and file repository, and the selection of a common news/events/PR module configured within Drupal 8.

   SilverTech will design and develop the style tiles, wireframes and necessary templates for these core pages.

   Prior to the engagement on the other projects, SilverTech proposes designing and building the generic website templates, modules, and functionality that will be reused to build out additional agency websites. SilverTech envisions this common functionality including items such as:
   - Website Template with common Header, Footer, and Menus.
   - Landing Page templates with common Hero and Content module options.
   - Search Results website template.
   - Events list website template.
   - News list website template.
   - Press Releases website template.
   - Multi-media website template.
   - Ability to set an emergency flag on a home page/landing page to highlight alerts or significant events.
   - Site shell/core to be utilized with standalone applications as needed.

   SilverTech will utilize an iterative delivery approach during the strategy and design phase of this project. During design specifically, SilverTech will provide up to three unique designs (initial proposed design) and upon selection of a direction by the State of New Hampshire, SilverTech will provide for up to three rounds of modifications/revisions to the selected design direction.
   Project Assumptions include:

- SilverTech will design and develop up to fifteen unique page templates – including homepage and up to fourteen unique inner/landing pages to be used on a generic basis for all State of New Hampshire websites within Drupal 8.
- SilverTech will select and implement a calendaring solution within Drupal 8.
- SilverTech will select and implement a searchable document library/file repository solution within Drupal 8.
- SilverTech will select and implement a News, Events and Press Releases solution within Drupal 8.
- SilverTech will select and implement open source Drupal Modules when available.
- The reusable components will be defined as part of the strategic planning effort.
- SilverTech will work with designated DOIT staff to setup and configure the Drupal 8 environment with the templates and Drupal modules.

2. Redesign, development, content deployment and launch of a small agency website (scope not to exceed 50 pages)

SilverTech proposes to redesign and develop a new website for a small agency utilizing Drupal 8 and the site structure shared by DoIT with SilverTech in December, 2018. Assumptions on this engagement include:

- Limited to a maximum of three templates.
- Limited to a maximum of twenty-five pages – excluding News and Press Releases.
- SilverTech will work with DoIT to obtain the News and Press Releases in some type of marked up XML format for use in importing into Drupal.
- This project includes SilverTech's time in design, development, content deployment, quality assurance and Drupal/live site configuration support for DoIT along with launch support. In addition, we have included project management time.
- All needed content will be provided by DoIT or designated contacts in electronic format including any necessary images, photography, etc.
- No strategy work is assumed for this project (outside of the "common" strategy project).

The timeline for this project is estimated between 90-120 days upon project approval.

3. Redesign, development, content deployment and launch of the Department of Education Website.

SilverTech proposes to finish the redesign and development of the Department of Education website located at www.education.nh.gov. Utilizing the strategy and planning work already completed, SilverTech will help select new site templates utilizing the DoIT common templates project designed during project 1. All development will be performed within Drupal 8.

Project assumptions include:

- This project includes SilverTech's time in strategy/planning, template customization, development, content deployment, quality assurance and Drupal/live site configuration support for DoIT along with launch support. In addition, we have included project management time.
- All needed content will be provided by DoIT or designated contacts in electronic format including any necessary images, photography, etc. needed for template design and creation.
- No additional or new strategy work is being conducted apart from the existing work that has been done by another vendor.
- We will utilize the core new Drupal 8 templates created to customize them for the Department of Education's needs.
- Page count not to exceed 500 pages of content for the Department of Education
- Includes time to assist DoIT with the launch of the new website in its hosting environment

The timeline for this phase of the Department of Education website redesign is estimated between 90-120 days upon project approval.

4. Content organization, site planning/strategy, redesign and development of the Department of Environmental Services website

SilverTech proposes to redesign and develop a new website located at www.des.nh.gov utilizing Drupal 8. This effort includes work for creation of up to ten personas or target audiences for the website along with performing content review and providing guidance on content structure and needs. Based on the content structure, a high-level information architecture or sitemap will be developed in collaboration with DES (the first level being SilverTech's responsibility and levels two and beyond being developed by DES). This sitemap will also help in selecting the needed templates from the common pool of templates. Finally, the selected design templates will be configured to create a new website utilizing Drupal 8.

Project assumptions include:

- Configuration and customization of up to ten unique page templates for the Department of Environmental Services' needs from the common templates created.
- This project includes SilverTech's time in strategy/planning, template customization, development, content deployment, quality assurance and Drupal/live site configuration support for DoIT along with launch support. In addition, we have included project management time.
- All needed content will be provided by DoIT or designated contacts in electronic format including any necessary images, photography, etc. needed for template design and creation.

The timeline for this phase of the Department of Environmental Services website redesign is estimated between 120-150 days upon project approval.

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2.1 DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Project 1: Creation of Common and re-usable designs and base templates for Drupal			
Name	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
Project Plan Delivery	Detailed project plan with task assignments, dates, and milestones	Non software	4/1/2019
Strategic Planning – 50% completion	Digital design strategy that addresses unique needs of state agencies	Non software	4/17/2019
Strategic Planning – 100% completion	Completion of digital design strategy	Non software	4/30/2019
Initial Proposed Design delivery	Up to three unique initial proposed designs for selection by the State of NH design team	Software	5/10/2019
Home Page and one (1) inner-page design completion	Up to three rounds of modifications and revisions to the design direction selected by the State of NH design team	Software	5/17/2019
Template Design completion	Completion of up to fifteen unique page templates	Software	5/24/2019
Drupal template and Module completion	Selection and implementation of Drupal modules identified in the strategic planning effort	Software	5/31/2019
QA completion	Testing and validation of the deliverables in the State's hosting environment	Non software	6/7/2019

Project 2: Redesign, development, content deployment, and launch of a small agency website.			
Name	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
Project Plan Delivery	Detailed project plan with task assignments, dates, and milestones	Non software	5/17/2019
Website Creative Completed	Static mock ups of the website using the common templates with the agency specific branding are created.	Non Software	6/14/2019
Website Configuration	Setup and configuration of the Drupal instance and merge common assets.	Software	6/21/2019

Template and Widget Configuration	Setup and configure the required templates and widgets, add in the agency specific branding and CSS.	Software	6/28/2019
Content Deployment	Deployment of the website content into Drupal.	Software	7/5/2019
QA Completion	Testing and validation of the deliverables in the State's hosting environment.	Software	7/19/2019
Go Live	Site is published and made available to the public	Software	8/2/2019

Project 3: Redesign, development, content deployment, and launch of the Department of Education's website

Name	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
Project Plan Delivery	Detailed project plan with task assignments, dates, and milestones	Non software	5/17/2019
Website Creative Completed	Static mock ups of the website using the common templates with the agency specific branding are created.	Non Software	6/21/19
Website Configuration	Setup and configuration of the Drupal instance and merge common assets.	Software	7/12/2019
Template and Widget Configuration	Setup and configure the required templates and widgets, add in the agency specific branding and CSS.	Software	7/19/2019
Design / HTML and CSS QA	QA of the HTML and CSS complete	Software	8/2/2019
Content Deployment Milestone	25% of content deployment	Software	8/9/2019
Content Deployment Milestone	50% of content deployment	Software	8/16/2019
Content Deployment Milestone	100% of content deployment	Software	8/23/2019
QA Completion	Testing and validation of the deliverables in the State's hosting environment	Software	9/6/2019

Project 4: Content organization, site planning/strategy, redesign and development of the Department of Environmental Services website.

Name	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
Project Plan Delivery	Detailed project plan with task assignments, dates, and milestones	Non software	5/17/2019

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Persona Completion	Requirements based on the needs of up to ten target audiences	Software	6/21/2019
Strategy Completion	Information Architecture (Up to Level 2) and Wireframe Delivery	Software	7/26/2019
Content Review and Guidance Phase	Complete content review and guidance for DES on additional levels	Software	8/16/2019
Website Creative Completed	Static mock ups of the website using the common templates with the agency specific branding are created.	Software	8/23/2019
Website Configuration	Setup and configuration of the Drupal instance and merge common assets.	Software	8/30/2019
Template and Widget Configuration	Setup and configure the required templates and widgets, add in the agency specific branding and CSS.	Software	9/13/2019
Design / HTML and CSS QA	QA of the HTML and CSS complete.	Software	9/20/2019

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PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULES

EXHIBIT B: PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 NOT TO EXCEED

This is a Not to Exceed (NTE) Contract with a maximum Contract value indicated in the Contract Part 1, P-37 General Provisions - Block 1.8: *Price Limitation* for the period between the Effective Date through the date indicated in Part 1, P-37 General Provisions - Block 1.7: *Completion Date*. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, milestones, and Change Orders for professional services appearing in the price and payment tables below:

Milestone payments will be made upon completion of each milestone.

Price and Payment Table

Project 1: Creation of Common and re-usable designs and base templates for Drupal.	
Deliverable	**Payment**
Project Plan Delivery	$10,000
Strategic Planning – 50% completion	$28,900
Strategic Planning – 100% completion	$28,900
Initial Proposed Design delivery	$45,000
Home Page and one (1) inner page design completion	$30,000
Template Design completion	$50,000
Drupal template and Module completion	$60,000
QA completion	$10,000
Project Total	$262,800
Project 2: Redesign, development, content deployment, and launch of a small agency website.	
Deliverable	**Payment**
Project Plan Delivery	$0

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PRICE AND PAYMENT SCHEDULES

Website Creative Completed and Website Configuration	$6,210
Template and Widget Configuration	$6,210
Content Deployment and QA Completion	$3,200
Go Live	$2,596
Project Total	$18,216

Project 3: Redesign, development, content deployment, and launch of the Department of Education's website

Deliverable	Payment
Project Plan Delivery	$0
Website Creative Completed	$22,000
Website Configuration	$20,000
Template and Widget Configuration	$30,000
Design / HTML and CSS QA	$14,652
Content Deployment milestone	$5,000
Content Deployment milestone	$5,000
Content Deployment milestone	$5,000
QA Completion	$12,000
Project Total	$113,652

Project 4: Content organization, site planning/strategy, redesign and development of the Department of Environmental Services website

Deliverable	Payment
Project Plan Delivery	$5,000
Persona Completion	$15,000
Strategy Completion	$40,000
Content Review and Guidance Phase	$15,000
Website Creative Completed	$20,000

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Website Configuration	$15,000
Template and Widget Configuration	$9,972
Design / HTML and CSS QA	$25,000
Project Total	$144,972

1.2 Future Vendor Rates

SilverTech professional services shall only be executed when additional project work is requested through a SOW at an agreed pre-negotiated hourly vendor rate. This is a blended rated which includes travel, lodging, and miscellaneous expenses.

SilverTech's hourly rate is for add-on (future services) available to purchase as additional Scope of Work with an ability to purchase more services as needed.

WHEREAS, The Vendor agrees to provide additional professional services for the continuation of State Agency implementations anticipated in SFY2019 – SFY2022.

Professional Services: • DoIT will provide detailed statements of work for the requested professional services. • SilverTech, at no cost to the State, will provide fixed cost proposals for the professional services. • Upon acceptance, The State will pay 50% upfront with a 10% holdback • The last 50% will be paid with a 10% hold back when the professional service is delivered to production. • The 20% will be paid after a 90 day warranty period.
The professional services being proposed include additional SilverTech's Support Services only to be executed when additional project work is requested to support on-going applications and user adoption.
The professional services will be defined in change orders and accepted by the State.

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PRICE AND PAYMENT SCHEDULES

The State and Contractor agree to the following rates in the event the contract is extended as described in Part 1 - Section 2: *CONTRACT TERM.*

Table 1.3.2: Future Vendor Rates Worksheet

The New Hampshire State Fiscal Year runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.

Position Title	SFY 2019	SFY 2020	SFY 2021	SFY 2022
Project Manager	$150.00	$150.00	$150.00	$150.00
Technical Architect	$150.00	$150.00	$150.00	$150.00
Web Developer	$150.00	$150.00	$150.00	$150.00
QA Engineer	$150.00	$150.00	$150.00	$150.00

2. CONTRACT PRICE

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

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

3. INVOICING

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

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PRICE AND PAYMENT SCHEDULES

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

Invoices shall be sent to:
Department of Information Technology
Accounts Payable
27 Hazen Drive
Concord, NEW HAMPSHIRE 03110

4. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:

https://www.nh.gov/treasury/state-vendors/index.htm

If ACH is not available payments shall be sent to the following address:

Billing and Payment Remittance

SilverTech
196 Bridge Street
Manchester, NH 03104

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) for each Deliverable applied to the milestone amount as set forth in the Price and Payment Table, Exhibit B until successful conclusion of the Warranty Period.

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If at expiration of the Warranty Period, the State determines the system or components is defective or non-performing, the holdback will be released to SilverTech when the State determines that the Defective or non-performing component of the System has been resolved.

EXHIBIT C: SPECIAL PROVISIONS

There are no changes to the Terms outlined in the P-37.

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EXHIBIT D: ADMINISTRATIVE SERVICES

1. **TRAVEL EXPENSES**

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

2. **SHIPPING AND DELIVERY FEE EXEMPTION**

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

3. **ACCESS/COOPERATION**

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

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

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

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

5. **RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

   The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its

Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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

6. ACCOUNTING REQUIREMENTS

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

EXHIBIT E: IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

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

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

a. Introductory Meeting: Participants will include the Contractor's Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

b. Kickoff Meeting: Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

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

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

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

f. Exit Meeting: Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

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

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

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

As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. IMPLEMENTATION STRATEGY

2.1 Key Components

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan;

The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The Contractor's team will provide training as defined in Exhibit L - Training Services, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

2.3 Change Management and Training

The Contractor's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

EXHIBIT F: TESTING SERVICES

Exhibit F – Not Applicable to this Contract.

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EXHIBIT G: MAINTENANCE AND SUPPORT SERVICES

Exhibit G – Not Applicable to this Contract.

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EXHIBIT H: REQUIREMENTS

Exhibit H – Not Applicable to this contract

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DESIGN SERVICES
CONTRACT 2019-074
PART 3 : EXHIBIT I
WORK PLAN

EXHIBIT I: WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for implementation within 3 days of the planned kickoff date of March 27, 2019 and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan for Implementation created by the Contractor and the State is set forth at the end of this Exhibit.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan and shall utilize MICROSOFT PROJECT or similar tracking software to support the ongoing management of the Project.

I. ASSUMPTIONS

I.1 General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

I.2. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored

locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

- The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

1.3 Reporting

- The Contractor shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

2. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

1) Contractor Team Project Executive

The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) Contractor Team Project Manager

The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign the Contractor Team consultants to tasks according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide weekly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;

- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager; and
- Manage handoff to the Contractor operational staff.

3) Contractor Team Tasks
The Contractor team shall assume the following tasks:
- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of Installation procedures; and
- Unit testing of Drupal modules implemented; and
- System Integration Testing.

B. State Roles and Responsibilities
The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) State Project Manager
The State Project Manager shall work side-by-side with the Contractor Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:
- Plan and conduct a kick-off meeting with assistance from the Contractor team;
- Assist the Contractor Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

2) State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

3) State Technical Lead and Architect

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at weekly project meetings.

EXHIBIT J: SOFTWARE AGREEMENT

Exhibit J – Not Applicable to this Contract

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DESIGN SERVICES
CONTRACT 2019-074
PART 3 - EXHIBIT K
WARRANTY AND WARRANTY SERVICES

EXHIBIT K: WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 System

The Contractor warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

The Contractor warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

1.2.1 the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
1.2.2 the re-performance of the deficient Services, or
1.2.3 if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3 Non-Infringement

The Contractor warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software 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.

1.4 Viruses; Destructive Programming

The Contractor warrants that the Software shall 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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PART 3 - EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1.5 Compatibility

The Contractor warrants that all System components, including but not limited to the components provided, 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.

1.6 Services.

The Contractor warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

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PART 3 – EXHIBIT L
TRAINING SERVICES

EXHIBIT L: TRAINING SERVICES

The Contractor shall support and assistance for DOIT technical staff with the setup of the Drupal templates and modules as part of the Go Live deliverables.

EXHIBIT M: AGENCY RFP WITH ADDENDUMS, BY REFERENCE

Exhibit M – Not Applicable to this Contract

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DESIGN SERVICES
CONTRACT 2019-074
PART 3 - EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE

EXHIBIT N: VENDOR QUOTE, BY REFERENCE

Silver/Tech's proposal to the Department of Information Technology is incorporated herein by reference.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
WEB DESIGN SERVICES
CONTRACT 2019-074
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS

EXHIBIT O: CERTIFICATES AND ATTACHMENTS

Attached are:

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

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 SILVERTECH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 02, 1999. 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: 353195
Certificate Number: 0004424899

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of March A.D. 2019.

William M. Gardner
Secretary of State

SilverTech, Inc.

CONSENT OF DIRECTORS

(In Lieu of a Special Meeting)

The undersigned, being the sole Director of SilverTech, Inc. (the "Corporation"), takes the following actions by consent, in lieu of the special meeting of the Board of Directors of the Corporation (the "Board"), as permitted by New Hampshire R.S.A. 293-A:8.21:

VOTED: That any and all notice requirements contained in New Hampshire R.S.A. 293-A are hereby waived.

FURTHER
VOTED: That the form, terms, conditions and considerations set forth in the agreement by and between New Hampshire Department of Information Technology and the Corporation (the "Agreement"), substantially in the form thereto presented to the Board, and the transactions contemplated thereunder, be and hereby are authorized and approved in all material respects, and all other actions or matters necessary and appropriate to give effect to the foregoing, be and the same hereby are in all material respects approved, authorized and adopted by the Board.

FURTHER
VOTED: That Yuvraj (Nick) Soggu is hereby and thereby authorized empowered and directed, on behalf and in the name of the Corporation to execute and deliver the Agreement and to take all such other actions, as they deem necessary or advisable to carry out the intent of the above resolution and transaction contemplated thereby, the execution of any such instruments or documents and the taking of any such action to be conclusive evidence of their having so deemed.

FURTHER
VOTED: That this consent be filed with the records of the Corporation and shall be treated with the same force and effect as if adopted at a duly convened annual meeting of the Board.

Dated: March 14, 2019

Yuvraj (Nick) Soggu, Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2013

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
Hays Companies Inc.
111 Federal Street, 4th Floor
Boston MA 02110

CONTACT Tina Hourihan
PHONE (617)330-9379
E-MAIL: thourihan@hayscompanies.com

INSURERS AFFORDING COVERAGE | NAIC #
INSURER A: National Insurance Company LLC | 11990
INSURER B: Hartford Underwriters Insurance | 30104
INSURER C: Hartford Fire Insurance Company | 19682
INSURER D:
INSURER E:
INSURER F:

INSURED
Silverwood, Inc
150 Bridge St
Manchester NH 03101

COVERAGES CERTIFICATE NUMBER: 11-12 Master COI 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 [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			[illegible]	1/10/2013	1/10/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			[illegible]	1/10/2013	1/10/2014	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	[illegible]	1/14/2013	1/14/2014	[X] WC STATUTORY LIMITS [ ] OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Errors & Omissions			[illegible]	1/10/2013	1/10/2014	Aggregate Limit	$3,000,000
							Limit Per Claim	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ATTACH ACORD 101, Additional Remarks Schedule, if more space is required)
WEB DESIGN SERVICES DoIT CONTRACT 03013-076

CERTIFICATE HOLDER

State of New Hampshire
Department of Information Technology
ATTN: Chief Information Officer
27 Hazen Drive
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
James Hays/JKURLE

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Second Injury Fund	2NDIN		

Unit 1	Unit 2	Unit 3	Deductible Amount	Deductible Type	Premium
					$5.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Unit 1	Unit 2	Unit 3	Deductible Amount	Deductible Type	Premium
					$160.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Domestic Terr EO Calcs	DTEC		

Unit 1	Unit 2	Unit 3	Deductible Amount	Deductible Type	Premium
					$411.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	POIS		

Unit 1	Unit 2	Unit 3	Deductible Amount	Deductible Type	Premium
					-$118.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	IWEL		

Unit 1	Unit 2	Unit 3	Deductible Amount	Deductible Type	Premium
					$10.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	IWEL		

Unit 1	Unit 2	Unit 3	Deductible Amount	Deductible Type	Premium
					$102.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Adjst. to reconcile-exp mod. premium	AREM		

Unit 1	Unit 2	Unit 3	Deductible Amount	Deductible Type	Premium
					-$144.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Additional Prem to Equal Inc Limits	AILMP		

Unit 1	Unit 2	Unit 3	Deductible Amount	Deductible Type	Premium
					$8.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Domestic Terr EO Calcs	DTEC		

Unit 1	Unit 2	Unit 3	Deductible Amount	Deductible Type	Premium
					$38.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Adjst. to reconcile-exp mod. premium	AREM		

Unit 1	Unit 2	Unit 3	Deductible Amount	Deductible Type	Premium
					-$1,495.00

Ref #	Description	Coverage Code	Form No.	Edition Date

Unit 1	Unit 2	Unit 3	Deductible Amount	Deductible Type	Premium

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