CSG
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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG.
33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER
OF SAFETY

EDDIE EDWARDS
ASSISTANT
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT
COMMISSIONER

May 24, 2024

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

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, Bureau of Marine Patrol to amend the contract with Kalkomey Enterprises, LLC (VC# 172581-B001) of Dallas, TX in the amount of $275,883.80, increasing the total contract from $540,386.58 to $816,270.38, and by extending the completion date from June 30, 2024, to June 30, 2026 to maintain a web-based, interactive, safe boater education and testing system, as well as provide safe boating handbooks and videos. This contract was approved by the Governor and Council on June 19, 2019, Item #227. Effective upon Governor and Council approval through June 30, 2026. 100% Revolving Funds.

Funds are anticipated to be available in SFY2025 and SFY2026, contingent upon continued appropriations with the authority to adjust between fiscal years through the Budget Office if needed and justified:

	SFY2025	SFY2026
02-23-23-234010-5011000-DOS-SP-Boater Certification 103-502664-Contracts for Operational Services	$135,566.90	$140,316.90
	Total $275,883.80	

EXPLANATION

This contract provides the Department of Safety, Division of State Police, Bureau of Marine Patrol with the mandatory safe boater education program, pursuant to RSA 270-D:10 et seq, for all persons operating a motorized vessel in excess of 25 horsepower on the public waters of New Hampshire. In addition to classroom, home study, internet course, and testing out options for a permanent boating education certificate, the State must also offer a 14-day temporary certificate pursuant to RSA 270-D:14. Kalkomey Enterprises, LLC maintains a web-based interactive, safe boater education and testing system in support of the Department of Safety's Boating Education Program. Kalkomey Enterprises, LLC is also a source of safe boating handbooks, videos, and classroom manuals.

The Division of State Police released a Request for Proposal (RFP DOS 2019-04). The RFP was advertised on the Purchase & Property website from July 23, 2018, through September 21, 2018. Kalkomey Enterprises, LLC submitted the only proposal.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

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 15, 2024

Robert L. Quinn, Commissioner
Department of Safety
State of New Hampshire
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Kalkomey Enterprises, LLC, as described below and referenced as DoIT No. 2019-017A.

The purpose of this request is for maintaining a web-based, interactive, safe boater education and testing system.

The Total Price Limitation will increase by $275,883.80 for a New Total Price Limitation of $816,270.38, effective upon Governor and Council approval through June 30, 2026.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2019-017A

cc: Ron Reed, IT Manager

DocuSign Envelope ID: 16A0DE34-A6D2-44A4-975C-788B51824886

STATE OF NEW HAMPSHIRE

Department of Safety:

Kalkomey Enterprises, LLC

DOS – 2019-04, DoIT 2019-017

AMENDMENT #1

New Hampshire Department of Safety
Kalkomey Enterprises, LLC
DOS – 2019-04, DoIT 2019-017
Amendment #1

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP **DOS – 2019-04/DoIT 2019-017**, on June 19, 2019, Item #227 herein after referred to as the "Agreement"), Kalkomey Enterprises, LLC (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 New Hampshire Department of Safety (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the contract price by $275,883.80 to bring the total contract price from $540,386.58 to $816,270.38;

WHEREAS, the Department and the Vendor wish to extend the completion date from June 30, 2024 to June 30, 2026;

WHEREAS, the Department and the Vendor seek to amend 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 Contract Agreement – General Provisions by extending the Completion Date from June 30, 2024 to June 30, 2026.

2. Amend Section 1.8 of the Contract Agreement - General Provisions by increasing the Price Limitation from $540,386.58 to $816,270.38;

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

New Hampshire Department of Safety
Kalkomey Enterprises, LLC
DOS – 2019-04, DoIT 2019-017
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TABLE 1: AMENDMENT DETAILS	
Part 1 Form P-37 General Provision	**AMENDED TEXT**
Section Number General Provisions, section 1.7	Extend the Completion Date from June 30, 2024 to June 30, 2026.
Section Number General Provisions, section 1.8	Increase the amount from $540,386.58 to $816,870.38.

Part 2 Information Technology Provisions	**AMENDED TEXT**
Section Number Contract Management, The Contractor's Contract Manager, 4.1	4.1 The Contractor shall assign a Contract manager who shall be responsible for all Contract authorization and administration. The Contractor's Contract Manager is: Greg Gulliver SVP of Agency Relations Kalkomey Enterprises, LLC 224 W Cambell Rd, Suite 512 Richardson, TX 75080 P: (613)867-3380 Email: ggulliver@kalkomey.com
Section 4.2.5	4.2.5 Contractor Project Manager is: Greg Gulliver SVP of Agency Relations Kalkomey Enterprises, LLC 224 W Cambell Rd, Suite 512 Richardson, TX 75080 P: (613)867-3380 Email: ggulliver@kalkomey.com

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Section 4.3.4	4.3.4 – The Key Project Staff shall consist of the following individuals in the roles identified below: The Contractor's Key Project Staff: **Key Member(s)** — **Title** Greg Gulliver — SVP of Agency Relations Melody Niese — SVP of Customer Operations Ryan Conat — Manager of Agency Relations Sydney Van Wyck — Agency Success Manager Kellie Pence — Print Traffic Manager Angela Johnson — Program Manager
State Contract Manager, Section 4.4	4.4 – The State shall assign a Contract manager who shall function as the State' representative with regard to Contract administration. The State Contract Manager is: James Seeman Administrator IV Business & Projects Administration 33 Hazen Drive Concord, NH 03305 P: (603)223-8437 Email: james.w.seeman@dos.nh.gov
State Project Manager, Section 4.5	4.5 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 Contractor; c. Managing significant issues and risks; d. Reviewing and accepting Contract Deliverables; e. Invoice sign-offs; f. Review and approval of Change request; and g. Managing stakeholders concerns The State Project Manager is: Lt. Irwin Malilay Marine Patrol Commander 31 Dock Road Gilford, NH 03249 P: (603)223-8306 Email: irwin.c.malilay@dos.nh.gov

Dispute Resolution, Section 16	Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract. The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute: Dispute Resolutions Responsibility Table

LEVEL	Kalkomey Enterprises	STATE	CUMULATIVE ALLOTTED TIME
Primary	**Greg Gulliver SVP of Agency Relations**	James Seeman, State Contract Manager	5 Business Days
First	**Melody Niese SVP of Customer Operations**	Denis Goulet Department of Information Technology, Commissioner	10 Business Days
Second	**Blake Clark CEO**	Dept. of Safety Commissioner	15 Business Days

New Hampshire Department of Safety
Kalkomey Enterprises, LLC
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Part 3 Exhibits	AMENDED TEXT
Section Number Exhibit B-Price and Payment Schedule, Services Pricing Worksheet, 1.4	The below Table 1.4 Services Pricing Worksheet Pricing details the contract cost over the initial contract term. Included in Table 1.4 are estimated printing costs based on estimated volumes and pricing as detailed in Table 1.5 Printed Materials Cost. Table 1.4 includes ongoing support and maintenance costs for the 14-Day Temporary Certification Exam and the Certification Management module as well as one-time costs in year one for the State Specific Boat Education Video and Spanish Law Supplement Translation.

Table 1.4: Services Pricing Worksheet

Fiscal Year	7/1/2024 – 6/30/2025			7/1/2025 – 6/30/2026		
Description	**Est Volume Yr 1**	**Cost Per Unit**	**Yr 1 Cost**	**Est Volume Yr 2**	**Cost Per Unit**	**Yr 2 Cost**
Estimate & Unit Cost						
Printed Boaters Handbook	50,000	$0.62	$31,000.00	50,000	$0.67	$33,500.00
Printed Student Manual	15,000	$1.54	$23,100.00	15,000	$1.69	$25,350.00
Instructor Guides	175	$1.45	$253.75	175	$1.45	$253.75
Spanish Printed Student Manual	2000	$2.45	$4,900.00	2000	$2.45	$4,900.00
Spanish State Law Supplement	2000	$1.30	$2,600.00	2000	$1.30	$2,600.00
Total Estimated Unit Cost			**$61,853.75**			**$66,603.75**
Support and Maintenance Cost						
Internet Exam for 14-Day Temporary Certification	1	$4,211.55	$4,211.55	1	$4,211.55	$4,211.55
Certification Manager	1	$69,501.60	$69,501.60	1	$69,501.60	$69,501.60
Total Support and Maintenance Costs			**$73,713.15**			**$73,713.15**
Total Cost			**$135,566.90**			**$140,316.90**

Table 1.4 Footnotes	**Table 1.4 Footnotes:** [1] The price of the PDF download (to the student) will be $0.00. [2] The price of the 14-day temporary certification course is included in the above table. [3] All initial cards will be free, no cost, $0.00. There will be no limitation. a. There will be no limitation or billing to NHMP for replacement cards. b. Replacement cards are paid by the student and the fee is retained by Kalkomey. i. The physical replacement card fee is $12.00 per card. ii. Kalkomey reserves the right to review this card fee annually. [4] Billing NHMP is requested to be annual for the Certification Manager and 14-day temporary certification course at the end of the term – please advise if this is accepted. a. Billing NHMP for print products will be as requested.
Printed Materials, 1.5	The below table details cost of printed materials based on unit price as it relates to quantity for a variety of quantities. Pricing below does not include freight for printed and other physical materials.

Table 1.5 Printed Materials Costs

Publication	Quantity	2024 Price Per Unit	Total Price	2025 Price per Unit	Total Price	2026 Price per Unit	Total Price
New Hampshire Boater Ed Handbook	50,000	$0.62	$31,000.00	$0.65	$32,500.00	$0.67	$33,500.00
New Hampshire Boater Ed Handbook	75,000	$0.58	$43,500.00	$0.62	$46,500.00	$0.64	$48,000.00
New Hampshire Boater Ed Handbook	100,000	$0.55	$55,000.00	$0.57	$57,000.00	$0.60	$60,000.00
New Hampshire Boater Ed Handbook	150,000	$0.53	$79,500.00	$0.56	$84,000.00	$0.58	$87,000.00
New Hampshire Boater Ed Handbook	200,000	$0.51	$102,000.00	$0.54	$108,000.00	$0.56	$112,000.00
Boat New Hampshire	5,000	$2.77	$13,850.00	$2.92	$14,600.00	$3.03	$15,150.00
Boat New Hampshire	10,000	$1.90	$19,000.00	$2.01	$20,100.00	$2.08	$20,800.00
Boat New Hampshire	15,000	$1.54	$23,100.00	$1.63	$24,450.00	$1.69	$25,350.00
Boat New Hampshire	20,000	$1.40	$28,000.00	$1.47	$29,400.00	$1.53	$30,600.00

Event Manager Fee Collection and Remittance, 1.6	Kalkomey will collect the NHSP fee for each program (online) from each student at the time the student is registered via Event Manager. 1. Kalkomey will recover its cost for NHSP's use of Event Manager Event by retaining a portion (Kalkomey Event Manager Fee) of the fee charged to each student by the NHSP for each program. 2. The monthly aggregate of the remainder of each fee (NHSP fee less the Kalkomey Event Manager fee) will be transferred to NHSP each month with a reconciliation report, the format of which will be approved by the Department. The Kalkomey Event Manager fees for each program are detailed in Table 1.6 below.

Table 1.6: Kalkomey Event Manager Fees

Course Type	Student Payment Amount	Vendor Amount	State Amount
Classroom Training / Certification Exam	$41.50	$ 4.00	$37.50
Online Training (timed course) / Certification Exam	$49.95	$32.00	$17.95
Online Training (interactive course)/Certification Exam	$49.95	$40.00	$ 9.95

Table 1.6 Footnotes	[1] Kalkomey will collect the student fee for each online program from each student at the time of registration. a. Kalkomey will remit a portion of those fees back to NHMP as shown in Table 1.6. (NHMP Amount) b. Kalkomey will remit the NHMP Amount monthly. [2] Kalkomey will not retain any fee for the Event Manager Platform which hosts the Classroom Training/Certification Exam. a. NHMP will retain their entire fee.

Invoicing, 3	The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable. Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched. Invoices shall be sent to: NH DEPARTMENT OF SAFETY Business Office 33 Hazen Drive Concord, NH 03305 Email: accountspayable@dos.nh.gov

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Section 4 Preliminary Work Plan	The following table 4.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 4.1: High Level Preliminary NH Project Plan

Task Name	Description	Start	Finish
Printed Boaters Handbook	Update and provide manual.	Last reviewed by NH and was updated in March 2023.	Kalkomey printed and shipped the last product in April 2023.
Printed Student Manual	Update and provide manual.	Last reviewed by NH and was updated in April 2018.	Last reviewed by NH and updated in May 2018.
Interactive Online Course	Interactive boating course approved by NH and NASBLA	Currently live since 2019 per original contract requirements. https://www.ilearntoboat.com/newhampshire/	Currently live since 2019 per original contract requirements. https://www.ilearntoboat.com/newhampshire/
State Specific Boater Education Video	Filming and editing of in the field or on water footage.	Completed in 2019 per original contract requirements. Last ordered in October 2010.	Completed in 2019 per original contract requirements. Last ordered in October 2010.
Spanish State Law Supplement	Perform translation services.	Completed in 2019 per original contract requirements. Last ordered and printed in February 2020.	Completed in 2019 per original contract requirements. Last ordered and printed in February 2020.

TABLE 2: CONTRACT HISTORY

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
DOS 2019-04, DoIT 2019-017	Original Contract	June 19, 2019, Item #227	June 30, 2024	$540,386.58
DOS 2019-04. DoIT 2019-017	1st Amendment	TBD Item # TBD	June 30, 2026	$275,883.80
CONTRACT TOTAL	$816,270.38			

New Hampshire Department of Safety
Kalkomey Enterprises, LLC
DOS – 2019-04, DoIT 2019-017
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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.

DocuSigned by:
Blake Clark
Blake Clark, CEO
Kalkomey Enterprises, LLC

Date: 5/16/2024

STATE OF NEW HAMPSHIRE

Amy L. Newbury, Director of Administration

Date: _____

State of New Hampshire

Department of Safety

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

Approved by the Attorney General

State of New Hampshire, Department of Justice

Date: 05/27/24

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

State of New Hampshire, Department of Administration

Date: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that KALKOMEY ENTERPRISES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 24, 2001. 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: **388640**

Certificate Number: **0006569635**

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 February A.D. 2024.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	KALKOMEY ENTERPRISES, LLC	Business ID:	388640
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	12/24/2001	Name in State of Formation:	KALKOMEY ENTERPRISES, LLC
Date of Formation in Jurisdiction:	12/22/2015		
Principal Office Address:	740 E. Campbell Rd., Ste. 900, Richardson, TX, 75081, USA	Mailing Address:	740 E. Campbell Rd., Ste. 900, Richardson, TX, 75081, USA
Citizenship / State of Formation:	Foreign/Delaware		
		Last Annual Report Year:	2024
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	accounting@kalkomey.com	Phone #:	214-351-0461
Notification Email:	accounting@kalkomey.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROVIDE DEPT OF SAFETY BOATING SAFETY EDUCATIONAL MATERIALS	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Blake Clark / Chief Executive Officer	740 E Campbell Road, Suite 900, Richardson, TX, 75081, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	Concord Search & Retrieval, Inc.
Registered Office Address:	10 Ferry Street 313, Concord, NH, 03301, USA
Registered Mailing Address:	10 Ferry Street 313, Concord, NH, 03301, USA

Trade Name Information

Business Name	Business ID	Business Status
BOAT ED (/online/BusinessInquire/TradeNameInformation?businessID=103853)	392562	Expired

Trade Name Owned By

Name	Title	Address

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History Shares

Businesses Linked to Registered Agent Return to Search Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

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DocuSign Envelope ID: 6A00D7D7-AE29-43CC-8D61-E3F32E527911

WRITTEN CONSENT
OF THE
MANAGER
OF
KALKOMEY ENTERPRISES, LLC,
a Delaware limited liability company

In accordance with the Limited Liability Company Agreement of Kalkomey Enterprises, LLC, a Delaware limited liability company ("the Company"), and the Delaware Limited Liability Company Act, the undersigned, being the Manager of the Company (the "Manager"), does hereby adopt the following preambles and resolutions by written consent, which action shall be as valid and legal and of the same force and effect as though taken at a meeting duly and validly noticed and held.

New Hampshire Boat Certification Contract

RESOLVED, that this Company entered into a contract with the State of New Hampshire, acting through its Department of Safety, Division of State Police, for the provisions of education and data management services.

RESOLVED, that the Chief Executive Officer is hereby authorized on behalf of the Company to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

RESOLVED, that Blake Clark currently holds the position of Chief Executive Officer.

General Authorization

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Company, to execute and deliver, or to cause to be executed and delivered, any and all other agreements, certificates, instruments, notices and other documents and to take, or to cause to be taken, any and all actions as it may deem necessary or desirable to carry out the intent or accomplish the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any and all actions taken, or caused to be taken, by any officers of the Company prior to the adoption of the foregoing resolutions intended to carry out the intent or accomplish the purposes of the foregoing resolutions are hereby ratified, confirmed, approved and adopted in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Manager of Kalkomey Enterprises, LLC.

KALKOMEY HOLDINGS, LLC

DocuSigned by:

Signature: Robert Bellovin
Date: 2/15/2024
Name (Print): Robert Bellovin
Title: Chief Growth Officer

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2024

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
Holmes Murphy & Associates
2727 Grand Prairie Parkway
Waukee IA 50263

CONTACT NAME: Juanita Velasquez
PHONE (A/C, No, Ext): 214-265-6628 FAX (A/C, No):
E-MAIL ADDRESS: jvelasquez@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sompo America Insurance Company	
INSURER B: Endurance American Specialty Ins Co.	41718
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Kalkomey Enterprises, LLC
740 E Campbell Rd, Suite 900
Richardson, TX 75081

KALHOLPC

COVERAGES CERTIFICATE NUMBER: 1551228390 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			CPMS1178A0	9/30/2023	9/30/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			TAS30025548201	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR			TUS30013021802	9/30/2023	9/30/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCNS1335J0	9/30/2023	9/30/2024	PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional/Cyber			PRO30045033900	9/30/2023	9/30/2024	Aggregate	5,000,000

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

CERTIFICATE HOLDER

N.H. Department of Safety
Division of State Police
33 Hazen Drive
Concord OH 03305

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
Kari Cooley

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SP-BEP-04-2019-01

State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, N.H. 03305
603-271-2791

ROBERT L. QUINN
COMMISSIONER OF SAFETY

RQ# 192794

GC #227
06-19-2019

May 30, 2019

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

Requested Action

Authorize the Department of Safety, Division of State Police, Bureau of Marine Patrol to enter into a contract with Kalkomey Enterprises, LLC (VC# 172581-B001) of Dallas, TX in the amount of $540,386.58, for the purpose of maintaining a web-based, interactive, safe boater education and testing system, as well as providing safe boating handbooks and videos. This contract will become effective upon Governor and Council approval for the period of July 1, 2019 through June 30, 2024 with the option to extend for two (2) two (2) year periods at the sole decision of the State. Funding source: 100% Revolving Funds.

Funds are anticipated to be available in SFY2020 through SFY2024, contingent upon continued appropriations with the authority to adjust between fiscal years through the Budget Office if needed and justified:

SFY2020	SFY2021	SFY2022	SFY2023	SFY2024	TOTAL
$145,437.00	$82,698.00	$104,382.25	$96,158.16	$111,711.17	$540,386.58

02-23-23-234010-50110000 – Dept. of Safety – Div. of State Police – Boater Certification
103-502664 – Contracts for Operational Services

Explanation

This contract provides The Department of Safety, Division of State Police, Bureau of Marine Patrol with the mandatory safe boater education program, pursuant to RSA 270-D:10 et seq, for all persons operating a motorized vessel in excess of 25 horsepower on the public waters of New Hampshire. In addition to classroom, home study, internet course and testing out options for a permanent boating education certificate, the State must also offer a 14-day temporary certificate pursuant to RSA 270-D:14. Kalkomey Enterprises, LLC maintains a web-based interactive, safe boater education and testing system in support of the Department of Safety's Boating Education Program. Kalkomey Enterprises, LLC is also a source of safe boating handbooks, videos, and classroom manuals.

The Division of State Police released a Request for Proposal (RFP DOS 2019-04). The RFP was advertised on the Purchase & Property website from July 23, 2018 through September 21, 2018. Kalkomey Enterprises, LLC submitted the only proposal.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

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

Denis Goulet
Commissioner

April 4, 2019

Richard C. Bailey, Jr.
Assistant Commissioner of Safety
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Assistant Commissioner Bailey:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract with Kalkomey Enterprises, LLC., as described below and referenced as DoIT No. 2019-017.

> This is a request to enter into a contract for a web based, interactive, safe boater education and testing system. The vendor will also be the source of safe boating handbooks, videos and Spanish language courses. The Department of Safety, Division of State Police, Marine Patrol is charged with the implementation and oversite of the mandatory safe boater education program pursuant to RSA 270D:10 and RSA 270-D:14.
>
> The amount of the contract is not to exceed $540,386.58, and shall become effective upon Governor and Council approval through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2019-017
cc: Pam McGovern, IT Manager, DoIT

RFP Scoring Summary

RFP Scoring Sheet
Project Name: SAFE BOATING EDUCATION RFP DOS 2019-04

Evaluation Factor		Kalkomey	N/A	N/A	N/A	# Responses	# Scorers
Adherence to 90% of Mandatory Requirements (Pass/Fail)		Pass				1	3
Technical Proposal	Allocated Points	Score	Score	Score	Score		
Proposed System and Services to be Provided	250	235.00	0.00	0.00	0.00		
Technical, Service and Project Management Approach	250	240.00	0.00	0.00	0.00		
Vendor Company & Staff Qualifications	100	96.00	0.00	0.00	0.00	Median Score	
Technical Proposal Score	**600**	**571.00**	**0.00**	**0.00**	**0.00**	571.00	
						Lowest Cost	
Proposal Cost	400	$677,213.00	Disqualified	Disqualified	Disqualified	$677,213.00	
(lowest proposed cost/vendor's proposed cost) X maximum points for proposal cost		400.00	0.00	0.00	0.00		
Total Score	**1000**	**971.00**	----------	----------	----------		

Instructions:
Each Scoring Team member will use the scoring sheets (tabs Scorer1, Scorer 2, etc.) to score each vendors technical proposal by assigning points, up to the maximum allocated points, for each evaluation factor. Scores from each scoring team member will be averaged and summarized on the Scoring Summary sheet. The Scoring Summary sheet will calculate the Median Technical Proposal Score for all vendor proposals. Vendors with a Technical Proposal Score below the Median Technical Proposal Score will be disqualified from the Proposal Cost Scoring. For vendors with a Technical Proposal Score above the Median Score the proposal cost will be entered on the Scoring Summary sheet for final evaluation and calculation of the vendors Total Score.

Notes:
System and Services were marked down due to Vendor not providing a full set of Spanish training materials, specifically a Spanish internet course. However the Vendor does provide a printed Spanish boating manual and has offered to provide a translated state specific law supplement for a minimal fee that will meet the ADA and state regulations.

Technical scores were marked down due to Vendor not providing an out of the box web based interface for the state to dowload testing and certification data directly. The Vendor can provide this capability in the future as a custom development effort. This information is currently provided in report form.

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 Vendor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Kalkomey Enterprises, LLC		1.4 Contractor Address 14086 Proton Road Dallas, TX 75244	
1.5 Contractor Phone Number (214) 437-9900	1.6 Account Number 010-023-5001-094	1.7 Completion Date June 30, 2024	1.8 Price Limitation $540,386.58
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner		1.10 State Agency Telephone Number (603) 223-5703	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Jason Alexander, CEO	

1.13 Acknowledgement: State of Texas, County of Denton

On May 23, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

MICHELLE LANE
Notary ID #131831455
My Commission Expires
December 18, 2022
[Seal]

Michelle Lane

1.13.2 Name and Title of Notary or Justice of the Peace

Staff Accountant - Michelle Lane

1.14 State Agency Signature Date: 5/30/19	1.15 Name and Title of State Agency Steven R. Lacoste, Director of Administration, Dep. Safety

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: 6/4/19

1.18 Approval by the Governor and Executive Council *(if applicable)*
By: On:

2. EMPLOYMENT/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 prices 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

Contractor Initials AA
Date 5-23-19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials AA
Date 5-23-19

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY - DIVISION OF STATE POLICE
SAFE BOATING EDUCATION
CONTRACT DOS 2019-04/DoIT 2019-017
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

New Hampshire Department of Information Technology
Contract Cover Sheet

Name of Agency/Division: Department of Safety, Division of State Police – Marine Patrol	
Contract Number/Name: Safe Boating Education / NH Contract 2019-04	
Contract Purpose: The purpose of this contract between the State of New Hampshire, Department of Safety (DOS) Division of State Police and Kalkomey Enterprises, LLC is to procure a system and services to assist the Marine Patrol in administration and management of the State's Safe Boating Education Program.	
Name of Contractor: Kalkomey Enterprises LLC.	**Who Negotiated the Contract:**
Amount of Contract: $540,386.58	**Source of Funds:** 100% Revolving Funds
Term of Contract: Five Years with two (2) optional additional terms of two (2) years	**Is this an amendment?** No
Competitive Bid Process: (Explain if "No") Yes	
Background Information: The NH State Police has contracted with Kalkomey Enterprises, LLC of Dallas Texas to provide these services since 2002. A competitive RFP was issued in 2007 which was awarded to Kalkomey Enterprises LLC and has been recently extended through June 30, 2019. An RFP was issued on 7/23/2018 to solicit competitive proposals from vendors to provide the system and services required for the Marine Patrol to administer and manage the State's Safe Boating Education Program, Kalkomey was the only respondent.	
Special Concerns:	
Amendment History (if applicable):	
Submitted By:	**Current Date:**
Phone:	**Email:**

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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 Contractor 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 User	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 Service required.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, Confidentiality or integrity of personal information maintained by a person or commercial entity.
Business Hours	Contractor personnel shall work normal Business Hours between 8:00 a.m. and 5:00 p.m. EST, 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.
CCP	Change Control Procedures
Certification	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun.
Change Order	Formal Documentation prepared for a proposed change in the

	Specifications.
Completion Date	End date for the Contract. (See Contract Agreement – Part 1, P-37 General Provisions - Block 1.7)
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract.*
Contract	This Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3. The Documentation consisting of the P-37 General Provisions, IT 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 Part 2, IT Provisions - Section 1.1)
Contract Managers	The persons identified by the State and the Contractor 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 Part 2, IT Provisions - 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 Part 1, P-37 General Provisions - Section 1.8: *Price Limitation,* as well as, Part 3 - Exhibit B Paragraph 2: *Contract Price.*
Contractor	The Contractor and its employees, Subcontractors, agents and affiliates who are providing the Service 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.
CR	Change Request
Cure Period	The thirty (30) day period following written notification of a default within which a Contractor must cure the default identified.
Custom Software	Software developed by the Contractor specifically for 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 Contractor during the Contract Term.
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of the State's unencrypted Non-Public Data.
DBA	Database Administrator
Deficiencies/Defects	A failure, Deficiency or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Severity Level 1** – *Software* – is defined as urgent situations, when any part, portion, or module of the system is down and New Hampshire is unable to use the system. Upon notification of a severity level 1 problem, the Vendor will make every attempt to respond as soon as possible with the expectation that the response be within 1 hour. The Vendor will resolve Severity Level 1 problems within four (4) hours. *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Severity Level 2** – *Software* – is defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation. The system may be operational but is severely restricted (for example, credentials cannot be opened). Upon notification of a severity level 2 problem, the Vendor will make every attempt to respond as soon as possible with the expectation that the response be within 2 hours. The Vendor will resolve Severity Level 2 problems within six (6) hours. *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. **Severity Level 3** – Software – is defined as a minor problem that exists with the system but the majority of the functions are still usable and some circumvention may be required to provide service. The Vendor will resolve Severity Level 3 problems as quickly as possible, which on average should not exceed thirty business days. *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. **Severity Level 4** – *Software* –is defined as a very minor problem or question that does not affect system function (for example, the text of a message is worded poorly or misspelled). The Vendor will work with New Hampshire to determine the appropriate turn-around time for Severity Level 4 problems. **Unusual Circumstances:** Any issue/problem that may possibly endanger New Hampshire technical environment will receive immediate remedial action from the Vendor technical support staff with immediate notification to the New Hampshire IT staff.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA Chapter 21-R by the Legislature effective September 5, 2008.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing".
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the transformation of Data for security purposes.
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.
Event of Default	Any one or more of the following acts or omissions of a 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.
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 Contractor's cost experience in performing the Contract.
Fully Loaded	Rates are

	lusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles.
Governor and the Executive Council	The New Hampshire Governor and the 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.
Liquidated Damages	Damages whose amount the parties designate during the formation of a contract for the injured party to collect as compensation upon a specific breach.
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, service, other.
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 Standards.

Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA Chapter 21-R:10 and RSA Chapter 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer Data that is defined in RSA Chapter 21-R:10 and RSA Chapter 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); (PCI) financial account information, including account number, credit or debit card numbers; or 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 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 Contractor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
Project Managers	The persons identified who shall function as the State's and the Contractor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Contractor on the Project.
Proposal	The submission from a Contractor in response to the Request for a Proposal or Statement of Work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of Reviewing Deliverables for Acceptance.
Review Period	The period set for Review of a Deliverable. If none is specified

	then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying Data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
SaaS	Software as a Service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Security Incident	The potentially unauthorized access by non-authorized persons to Personal Data or Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.
Service	The work or labor to be performed by the Contractor on the Project as described in the Contract.
SLA	Service Level Agreement.
Software	All Software provided by the Contractor 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	The SAAS Software provided under this Contract and any Enhancements.
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Contractor in response to the RFP.
Specifications	The written provisions that set forth the requirements which include, without limitation, the 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 Safety 33 Hazen Drive Concord, NH 03305 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 Contractor. The Contract Agreement SOW defines the results that the Contractor remains responsible and accountable for achieving.
State's Confidential Records	State's information and Confidentiality 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: *Access to Government Records and Meetings*.
State Data	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 Request (CR).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Contractor, 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 (UAT)	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 System, application or network.
Virtual Private Network (VPN)	Extends a private network across a public network, and enables users to send and receive Data across shared or public networks as if their computing devices were directly connected to the private network
Warranty Period	A period of coverage during which Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
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 Part 3 - Exhibit A: *Contract Deliverables*. 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 Contractor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department Safety ("State"), and Kalkomey Enterprises, LLC, a Texas Corporation, ("Contractor"), having its principal place of business at 14086 Proton Road, Dallas, Texas 75244.

The Department of Safety, Division of State Police, Marine Patrol is charged with the implementation and oversight of the mandatory safe boater education program, pursuant to RSA 270-D:10 et seq, for all persons operating a motorized vessel in excess of 25 horsepower on the public waters of New Hampshire. In addition the State must also offer a 14-day temporary certificate pursuant to RSA 270-D:14

Kalkomey is to provide a system and full scope of services to establish and maintain a Web based interactive Safe Boating Education Course as well as provide its Event Manager Service module to manage scheduling and administration of classroom based training and testing of students desiring to obtain Safe Boating Certificates issued by the State. In addition Kalkmey must provide the ability to test for and issue a 14-day temporary certificate. The project scope also includes the provision of class room and testing materials, handbooks, manuals and other printed material, a safe boater video and the capability to utilize electronic funds transfer. Kalkomey will also provide its Certification Manager Module to manage the printing of Safe Boating Certificates and act as the system of record for Safe Boating Certification data.

RECITALS

Whereas the State desires to have the Contractor provide a web based Boating Safety education, testing and certification system as well as associated Services for the Department of Safety;

Whereas the Contractor wishes to provide a web based Boating Safety education, testing and certification system as well as associated Services for the State.

The parties therefore agree as follows:

1 CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement 2019-04 is comprised of the following documents:

A. Part 1 - Form P-37 General Provision
B. Part 2 - Information Technology Provisions
C. Part 3 - Exhibits
- Exhibit A- Contract Deliverables
- Exhibit B- Price and Payment Schedule
- Exhibit C- Special Provisions
- Exhibit D- Software Agreement
- Exhibit E- Work Plan

Exhibit F- Administrative Services
Exhibit G- Implementation Services
Exhibit H- Testing Services
Exhibit I- Maintenance and Support Services
Exhibit J- Warranty and Warranty Services
Exhibit K- Agency RFP with Addendums, by reference
Exhibit L- Vendor Proposal, by reference
Exhibit M- 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 Safety Contract Agreement 2019-04, including Parts 1, 2, and 3.
b. State of New Hampshire, RFP DOS 2019-04.
c. Vendor Proposal Response to RFP DOS 2019-04 dated September 21, 2018.

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") and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: *Completion Date* for a term of five (5) years, unless sooner terminated in accordance with the provisions hereof.

The Term may be extended for two (2) additional terms of two (2) years, under the terms and conditions contained in the agreement and subject to approval by the New Hampshire Governor and Executive Council.

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

3 COMPENSATION

3.1 CONTRACT PRICE

The Contract Price is identified in, Part 1, P-37 General Provisions - Block 1.8: *Price Limitation.* Method of payment and terms of payment are identified and more particularly described in Part 1, P-37 - Section 5: *Contract Price and/Price Limitation/Payment*, and Part 3 - Exhibit B: *Price and Payment Schedule.*

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other Contractors 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 Contractors, except that the Contractor shall be responsible for any delay, act, or omission of the other Contractors 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:

Mitch Strobl
Vice President of Agency Relations
14086 Proton Road
Dallas, Texas 75244
Tel: (214) 437-9900
Email: mstrobl@kalkomey.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the 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 Part 3 - Exhibit E: *Work Plan,*, Section 2: *Contractor Roles and Responsibilities.* 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 Part 2, IT Provisions - Section 4.2.1: *Contract Project Manager*, and in Part 2, IT 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:

Mitch Strobl
Vice President of Agency Relations
14086 Proton Road
Dallas, Texas 75244
Tel: (214) 437-9900
Email: mstrobl@kalkomey.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 Part 3 – Exhibit M - Certificates and Attachments as Attachment 1: Project Requirements from RFP DOS 2019-04 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 Part 2, IT Provisions - Section 4.6: *Reference and 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 Part 3 – Exhibit M - *Certificates and Attachments* as Attachment 1: Project Requirements from RFP DOS 2019-04 and be subject to reference and

background checks described in Part 2, IT 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.

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

The Contractor's Key Project Staff:

Key Member(s)	Title
Adonis Bitar	VP of Professional Services
Mitch Strobl	VP of Agency Relations
Kellie Pence	Print Traffic Manager
Rebecca Oldham	Account Manager
Mary Winkler	Director of Content
Jaymie Reynolds	Business Analyst

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:

Kevin Connor
Business and Project Administrator
33 Hazen Drive
Concord, NH, 03305
Tel: (603) 223-4300
Email:kevin.connor@dos.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 Request; and
g. Managing stakeholders' concerns.

The State Project Manager is:

Timothy Dunleavy
Captain
31 Dock Road
Gilford, NH 03249
Tel: (603) 227-2110
Email: timothy.dunleavy@dos.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 Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the Confidentiality of background screening results in accordance with Part 2, IT Provisions - Section 11: *Use of State's Information and Confidentiality.*

5 DELIVERABLES

5.1. THE CONTRACTOR'S 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 Part 3 - Exhibit A: *Contract Deliverables*. Upon its submission of a Deliverable or Service, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

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 Part 3 - Exhibit A: *Contract Deliverables*. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to Review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue Reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

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 Part 3 - Exhibit H: *Testing Services*.

6 SOFTWARE

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described in Part 3 - Exhibit D: *Software Agreement*.

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 Part 3 - Exhibit F: *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 Part 3 - Exhibit G: *Implementation Services*.

7.3 TESTING SERVICES

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Part 3 - Exhibit H: *Testing Services*.

7.4 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 Part 3 - Exhibit I: *Maintenance and Support Services.*

7.5 WARRANTY SERVICES

The Contractor shall provide the State with Warranty Services set forth in the Contract, and particularly described in Part 3 - Exhibit J: *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 Part 3 - Exhibit E: *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 Part 3 - Exhibit E: *Work Plan.* The updated Part 3 - Exhibit E: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Part 3 - Exhibit E: *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 Contractor's Work Plan or elements within the Work Plan and the Contractor fails to cure the default within the Cure Period.

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 Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors' special utilities.

The Contractor shall license back to the State the right to use such Software, object code, modifications, reports, and Printed Documentation developed under the Contract for State use only.

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

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: *Access to Government Records and Meetings*, 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 CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchases Software development Service, 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.

10.5 SURVIVAL

This Contract Agreement – Part 2, IT Provisions - Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF STATE'S INFORMATION AND 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 Government 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:

a. shall have otherwise become publicly available other than as a result of disclosure by the receiving party in Breach hereof;
b. 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;
c. 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
d. 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: *Access to Government Records and Meetings.* 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: *Access to Government Records and Meetings.* 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 – Part 2 IT Provisions - Section 11, *Use of State's Information and 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 – Part 1, P-37 General Provisions - Block 1.8: *Price Limitation.*

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 Part 1 – P-37, General Provisions - Block 1.8: *Price Limitation.*

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement – Part 1, P-37 General Provisions - Section 13: *Indemnification* and Confidentiality obligations in Part 2, IT Requirements - Section 11: *Use of State's Information, and 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 Contract Agreement – Part 2, IT Provisions - Section 12: *Limitation of Liability* shall survive termination or Contract Conclusion.

13. TERMINATION

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 Contractor 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 Contractor 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 Part 3 - 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.

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. Provide to the State any post-termination assistance generally made available with respect to the Service, unless a unique Data retrieval arrangement has been established as part of Part 3 – Exhibit I *Maintenance and Support Services.*

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. 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
- 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; and

j. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13.5 SURVIVAL

This Contract Agreement – Part 2 - IT Provisions - Section 13: *Termination* shall survive termination or Contract Conclusion.

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 Part 2, IT Provisions - Section 14: *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 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	Kalkomey Enterprises	STATE	CUMULATIVE ALLOTTED TIME
Primary	Mitch Strobl Vice President of Agency Relations	Timothy Dunleavy State Project Manager (PM)	5 Business Days
First	Adonis Bitar Vice President of Operations	Denis Goulet Department of Information Technology, Commissioner	10 Business Days
Second	Jason Alexander CEO	Dept. of Safety Commissioner	15 Business Days

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

17. STATE STANDARDS AND POLICIES

All Vendor resources must adhere to the standards and policies established by the State for access to and use of State technical resources including but not limited to:

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.

e. 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 EMIAL USE

Mail and other electronic communication messaging Systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email Systems" or "State-funded Email Systems". The Contractor understands and agrees 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.

18 GENERAL CONTRACT REQUIREMENTS

18.1 INSURANCE CERTIFICATE

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

18.2 EXHIBITS

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

18.3 VENUE AND JURISDICTION

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

18.4 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 Part 2 IT Provisions - Section 11, *Use of State's Information and Confidentiality;* Part 1, P-37 General Provisions – Section 7: *Personnel;* Part 1, P-37 General Provisions – Section 13: *Indemnification;* Part 2, IT Provisions - Section 10: *Intellectual Property;* Part 2, IT Provisions - Section 11: *Use of State's Information and Confidentiality;* Part 2, IT Provisions – Section 12: *Limitation of Liability;* Part 2, IT Provisions – Section 13: *Termination;* and Part 3 - Exhibit J *Warranty and Warranty Service* which shall all survive the termination of the Contract.

18.5 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.

19 DATA PROTECTION

19.1 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 be solely liable for costs associated with any Breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

b. 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.

c. 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.

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 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.

19.2 PCI DSS PAYMENT APPLICATION DATA SECURITY STANDARD (PA DSS)

Whereas the vendor provides a Commercial Off the Shelf (COTS) product which transmits, processes or stores cardholder data and therefore must meet PA-DSS validation requirements and be in conformance with the most recent Payment Card Industry (PCI) standards available at https://www.pcisecuritystandards.org/pci_security/.

Whereas the vendor access the production environment which transmits, processes or stores cardholder data and therefore is considered a "service provider" under Requirement 12.8 of the PCI DSS

The Vendor agrees to the following provisions:

1. PCI DSS Payment Application Data Security Standard (PA DSS) - As the Vendor's product is part of the processing, transmission, and/or storage of cardholder data it is hereby agreed that:
   a. Vendor agrees to participate in the Payment Card Security Standards Council (PCI) Payment Application Data Security Standards program (PA DSS)
   b. Vendor agrees to provide evidence of compliance with PA DSS prior to Contract approval.
   c. Vendor will immediately notify the State if it learns its application is no longer PA DSS compliant and will immediately provide the State with the steps being taken to remediate the non-compliance status. In no event should Vendor's notification to the State be later than seven (7) calendar days after Vendor learns it is no longer PA DSS complaint.

2. PCI DSS Requirement 12.8, Service Provider – If the Vendor provides services on the production environment used in the processing, transmission and/or storage of cardholder data, it is hereby agreed that:
   a. Vendor agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data.
   b. Vendor attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.

c. Vendor agrees to supply the current status of Vendor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this agreement to the Agency. Vendor must supply to Agency an attestation of compliance at least annually.
d. Vendor will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event shall Vendor's notification to Agency be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.
e. Vendor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Vendor to be and to remain PCI DSS compliant.

19.3 DATA LOCATION

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

19.4 SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall inform the State of any Security Incident or Data Breach in accordance with NH RSA Chapter 359-C:20: *Notice of Security Breach.*

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.

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.

19.5 BREACH RESPONSIBILITIES

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

19.5.1 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.

19.5.2 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:

a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach,
b. promptly implement necessary remedial measures, if necessary, and
c. 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 Service, if necessary.

19.5.3 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:

a. The investigation and resolution of the Data Breach;
b. Notifications to individuals, regulators or others required by State law;
c. A credit monitoring Service required by State (or federal) law;
d. A website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute17 at the time of the Data Breach; and
e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a.) through (d.)] subject to this Contract's limitation of liability.

19.6 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.

19.7 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.

19.8 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.

19.9 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.

19.10 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.

19.11 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.

19.12 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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STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY - DIVISION OF STATE POLICE
SAFE BOATING EDUCATION
CONTRACT DOS 2019-04 / DoIT 2019-017
PART 3 - EXHIBITS

1 CONTRACT DELIVERABLES

The purpose of this contract between the State of New Hampshire, Department of Safety (DOS) Division of State Police and Kalkomey Enterprises LLC. is to procure a system and services to assist the Marine Patrol in administration and management of the State's Safe Boating Education Program pursuant to RSA 270-D:10 et seq, for all persons operating a motorized vessel in excess of 25 horsepower on the public waters of New Hampshire.

Kalkomey is to provide a system and full scope of services to establish and maintain a Web based interactive Safe Boating Education Course as well as provide its Event Manager Service module to manage scheduling and administration of classroom based training and testing of students desiring to obtain Safe Boating Certificates issued by the State. In addition the State must also offer a 14-day temporary certificate pursuant to RSA 270-D: 14. The project scope also includes the provision of class room and testing materials, handbooks, manuals and other printed material, a safe boater video and the capability to utilize electronic funds transfer. Kalkomey will also provide its Certification Manager Module to manage the printing of Safe Boating Certificates and act as the system of record for Safe Boating Certification data.

1.1 General Project Assumptions

1. The Contractor will 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 of New Hampshire 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.

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. Security requirements are defined in Part 3 - Exhibit M: *Certificates and Attachments* as Attachment I - Project Requirements from RFP DOS 2019-04. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the Confidentiality and integrity of State networks, Systems and Data.

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 set forth in Part 3 - Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2 DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

REF #	Deliverable	Deliverable Type	Projected Delivery Date
PLANNING AND PROJECT MANAGEMENT			
1	Project Management Plan	Written	All systems already in place
2	Desktop and Network Configuration Requirements	Non-Software	All systems already in place
3	Security Plan	Written	All systems already in place
4	Communications and Change Management Plan	Written	All systems already in place
5	Systems Interface Plan and Design/Capability	Written	All systems already in place
6	Data Conversion Plan and Design	Written	All systems already in place
7	Testing Plan	Written	All systems already in place
8	Staff Training Plan and Curriculum	Written	All systems already in place
9	Deployment Plan	Written	All systems already in place
10	End User Support Plan	Written	All systems already in place
11	Disaster Recovery Plan	Written	All systems already in place
DEVELOPMENT			
12	Provide Fully Tested Data Conversion Software	Software	All systems already in place
13	Printed Boater's Handbook	Written	Draft already in place
14	Online Boater's Handbook	Software	Already in place
15	Interactive (HTML) Handbook	Software	Already in place
16	Downloadable (PDF) Handbook	Software	Already in place
17	Printed Student Manual	Written	Draft already in place
18	Instructor's Guide	Written	Already in place
19	Boater Education Internet Course	Software	Timed course already in place. Interactive ready by 6/1/19.
20	Internet Course Completion Exam	Software	Already in place
21	Internet Exam for 14-Day Temporary Certification	Software	Already in place
22	State Specific Boater Education Video	Non-Software	Final files ready 12/31/2019
23	Spanish Boater Education Internet Course	Software	Not available at this time
24	Spanish Printed Student Manual	Written	Already in place
25	Spanish State Law Supplement	Written	Translated by 7/1/19
26	Event Manager	Software	Already in place
27	Safe Boating Certificates	Non-Software	Already in place

28	Certification Management	Software	Already in place
TE8TING			
29	Provide Software Licenses if needed	Written	All systems already in place
30	Install Software in Testing Environment	Software	All systems already in place
31	Software Configuration to Satisfy State Requirements	Software	All systems already in place
32	Conduct Training of User Acceptance Team	Non-Software	All systems already in place
33	Conduct Data Conversion Testing	Software	All systems already in place
34	Conduct User Acceptance Testing	Non-Software	All systems already in place
35	Test In-Bound and Out-Bound Interfaces	Software	All systems already in place
36	Conduct System Performance (Load/Stress) Testing	Non-Software	All systems already in place
37	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	All systems already in place
TRAINING			
38	Install Software in Training Environment	Software	All systems already in place
39	Provide Training Materials	Written	All systems already in place
40	Conduct Training of State Staff	Non-Software	All systems already in place
SYSTEM DEPLOYMENT			
41	Install Software in Production Environment	Software	All systems already in place
42	Converted Data Loaded into Production Environment	Software	All systems already in place
43	Production Environment Validation of Installation and Data Conversion	Non-Software	All systems already in place
44	Cutover to New Software	Non-Software	All systems already in place
45	Provide Documentation	Written	All systems already in place

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1 PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract total value indicated in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation* for the period between the Effective Date through 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, or milestones at fixed pricing/rates appearing in the price and payment tables below:

REF #	Deliverable	Deliverable Type	Projected Delivery Date	Price
PLANNING AND PROJECT MANAGEMENT				
1	Project Management Plan	Written	All systems already in place	$0
2	Desktop and Network Configuration Requirements	Non-Software	All systems already in place	$0
3	Security Plan	Written	All systems already in place	$0
4	Communications and Change Management Plan	Written	All systems already in place	$0
5	Systems Interface Plan and Design/Capability	Written	All systems already in place	$0
6	Data Conversion Plan and Design	Written	All systems already in place	$0
7	Testing Plan	Written	All systems already in place	$0
8	Staff Training Plan and Curriculum	Written	All systems already in place	$0
9	Deployment Plan	Written	All systems already in place	$0
10	End User Support Plan	Written	All systems already in place	$0
11	Disaster Recovery Plan	Written	All systems already in place	$0
DEVELOPMENT				
12	Provide Fully Tested Data Conversion Software	Software	All systems already in place	$0
13	Printed Boater's Handbook	Written	Draft already in place	$0
14	Online Boater's Handbook	Software	Already in place	$0
15	Interactive (HTML) Handbook	Software	Already in place	$0

16	Downloadable (PDF) Handbook	Software	Already in place	$0
17	Printed Student Manual	Written	Draft already in place	$0
18	Instructor's Guide	Written	Already in place	$0
19	Boater Education Internet Course	Software	Timed course already in place. Interactive ready by 2/28/19.	$0
20	Internet Course Completion Exam	Software	Already in place	$0
21	Internet Exam for 14-Day Temporary Certification	Software	Already in place	$0
22	State Specific Boater Education Video	Non-Software	Final files ready 9/1/2019	$40,000
23	Spanish Boater Education Internet Course	Software	Not available at this time	N/A
24	Spanish Printed Student Manual	Written	Already in place	$0
25	Spanish State Law Supplement	Written	Translated by 3/1/19	$1,750 (one-time translation fee)
26	Event Manager	Software	Already in place	$0
27	Safe Boating Certificates	Non-Software	Already in place	$0
28	Certification Management	Software	Already in place	$0
TESTING				
29	Provide Software Licenses if needed	Written	All systems already in place	$0
30	Install Software in Testing Environment	Software	All systems already in place	$0
31	Software Configuration to Satisfy State Requirements	Software	All systems already in place	$0
32	Conduct Training of User Acceptance Team	Non-Software	All systems already in place	$0
33	Conduct Data Conversion Testing	Software	All systems already in place	$0
34	Conduct User Acceptance Testing	Non-Software	All systems already in place	$0
35	Test In-Bound and Out-Bound Interfaces	Software	All systems already in place	$0
36	Conduct System Performance (Load/Stress) Testing	Non-Software	All systems already in place	$0
37	Certification of 3rd Party Pen Testing and Application Vulnerability	Non-Software	All systems already in place	$0

	Scanning.			
TRAINING				
38	Install Software in Training Environment	Software	All systems already in place	$0
39	Provide Training Materials	Written	All systems already in place	$0
40	Conduct Training of State Staff	Non-Software	All systems already in place	$0
SYSTEM DEPLOYMENT				
41	Install Software in Production Environment	Software	All systems already in place	$0
42	Converted Data Loaded into Production Environment	Software	All systems already in place	$0
43	Production Environment Validation of Installation and Data Conversion	Non-Software	All systems already in place	$0
44	Cutover to New Software	Non-Software	All systems already in place	$0
45	Provide Documentation	Written	All systems already in place	$0

1.2 Proposed Vendor Staff, Resource Hours and Rates Worksheet

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

Table 1.2: Proposed Vendor Staff, Resource Hours and Rates Worksheet

All Vendor charges are flat rate per RFP response.

1.3 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table 1.3: Future Vendor Rates Worksheet

All Vendor charges are flat rate per RFP response.

1.4 Services Pricing Worksheet

The below Table 1.4 Services Pricing Worksheet Pricing details the contract cost over the initial contract term. Included in Table 1.4 are estimated printing costs based on estimated volumes and pricing as detailed in Table 1.5 Printed Materials Cost. Table 1.4 includes ongoing support and maintenance costs for the 14-Day Temporary Certification Exam and the Certification Management module as well as one-time costs in year one for the State Specific Boat Education Video and Spanish Law Supplement Translation.

Table 1.4: Services Pricing Worksheet

5 Year Contract Software Subscription, Maintenance and Support Cost																	
Fiscal Year		SFY2019: 7/1/18 - 6/30/19	SFY2020: 7/1/19 - 6/30/20		SFY2021: 7/1/20-6/30/21		SFY2022: 7/1/21-6/30/22		SFY2023: 7/1/22-6/30/23		SFY2023: 7/1/22-6/30/23		SFY2024: 7/1/23-6/30/24		SFY2024: 7/1/23-6/30/24	Total 5 Year Cost
Description	Est. Volume Year 1	Unit Cost - Per Unit	Year 1 Cost	Est. Volume Year 2	Unit Cost - Per Unit	Year 2 Cost	Est. Volume Year 3	Unit Cost - Per Unit	Year 3 Cost	Est. Volume Year 4	Unit Cost - Per Unit	Year 4 Cost	Est. Volume Year 5	Unit Cost - Per Unit	Year 5 Cost	
Estimated Unit Costs																
Printed Boater's Handbook (Boater Guide)	50,000	$0.44	$22,000.00	50,000	$0.44	$22,000.00	50,000	$0.45	$22,500.00	50,000	$0.45	$22,500.00	50,000	$0.46	$23,000.00	$112,000.00
Printed Student Manual(Classroom Manual)	15,000	$1.18	$17,700.00	0	$1.19	$0.00	15,000	$1.21	$18,150.00	0	$1.22	$0.00	15,000	$1.23	$18,450.00	$54,300.00
Instructor's Guide	40	$1.25	$50.00	40	$1.31	$54.00	40	$1.40	$56.00	40	$1.45	$58.00	40	$1.45	$58.00	$276.00
Spanish Printed Boater Manual	2000	$2.25	$4,500.00	0	$2.30	$0.00	0	$2.35	$0.00	2000	$2.40 /	$4,800.00	0	$2.45	$0.00	$9,300.00
Spanish State Law Supplement	2000	$0.84	$1,680.00	0	$0.88	$0.00	0	$0.92	$0.00	2000	$0.97	$1,940.00	0	$1.01	$0.00	$3,620.00
Total Estimated Unit Costs			$45,930.00			$22,054.00			$40,706.00			$29,298.00			$41,508.00	$179,496.00
Support and Maintenance Costs																
Internet Exam for 14-Day Temporary Certification	1	$3,300.00	$3,300.00	1	$3,465.00	$3,465.00	1	$3,638.25	$3,638.25	1	$3,820.16	$3,820.16	1	$4,011.17	$4,011.17	$18,234.35
Certification Management	1	$54,457.00	$54,457.00	1	$57,179.00	$57,179.00	1	$60,038.00	$60,038.00	1	$63,040.00	$63,040.00	1	$66,192.00	$66,192.00	$300,906.00
Total Support and Maintenance Costs			$57,757.00			$60,644.00			$63,676.25			$66,860.16			$70,203.17	$319,140.35
One Time Costs																
State Specific Boater Education Video (one-time fee)	1	$40,000.00	$40,000.00													$40,000.00
Spanish State Law Supplement Translation (one-time fee)	1	$1,750.00	$1,750.00													$1,750.00
Total One Time Costs			$41,750.00													$41,750.00
Total Cost			$145,437.00			$82,698.00			$104,382.25			$96,158.16			$111,711.17	$540,386.35

Table 1.4 Footnotes:

[1] The price for a PDF download (to the student) is $0.00, assuming that the NHMP purchases printed copies of the boating law handbook within the same year. If NHMP discontinues the printing of physical copies of the handbook, Kalkomey will charge $2.00 per download of the PDF.

[2] The price of the 14-day temp cert course will not be passed on to the student as no mechanism for fee collection exists (or has been requested by NHMP). Instead, Kalkomey proposes an annual hosting fee of $3,300/year (subject to a 5% increase each year thereafter).

[3] The annual subscription fee of $54,457 includes up to 10,000 initial cards and up to 300 replacement cards. If more than 10,000 initial cards are issued within a subscription year, Kalkomey will bill NHMP for the overage rate of $2.41/card. If more than 300 replacement cards are issued within a subscription year, Kalkomey will bill NHMP for the overage rate of

$3.94/card. Kalkomey reserves the right to increase the subscription fee of CM up to 5% per year given NHMP's usage parameters remain as shown above. Card fees are $10 per card. Initial card fees will be collected during student registration at register-ed.com. Replacement card fees will be collected through Certification Manager and www.ilostmycard.com. Card fees will be paid by the student and remitted to NHMP on a monthly basis.

[4] Without knowing specific scope of needs related to the videos, $40,000 is the proposed budget, which assumes approximately 30 minutes of final video (i.e., 10 videos at 3 minutes per video). Should NH desire more or less video (minutes) it is likely that a new price will need to be negotiated. The $40,000 production fee will also include 250 DVDs, and the digital files for use by NHMP on their website, PowerPoints, future DVD duplications, etc.

1.5 Printed Materials Cost

The below table details cost of printed materials based on unit price as it relates to quantity for a variety of quantities. Pricing below does not include freight for printed and other physical materials.

Table 1.5: Printed Materials Cost

Publication	Quantity	2020 Price per Unit	Total Price	2021 Price per Unit	Total Price	2022 Price per Unit	Total Price	2023 Price per Unit	Total Price	2024 Price per Unit	Total Price
New Hampshire Boater Ed Handbook	50,000	$0.44	$22,000.00	$0.44	$22,000.00	$0.45	$22,500.00	$0.45	$22,500.00	$0.46	$23,000.00
New Hampshire Boater Ed Handbook	75,000	$0.39	$29,250.00	$0.40	$30,000.00	$0.41	$30,750.00	$0.41	$30,750.00	$0.42	$31,500.00
New Hampshire Boater Ed Handbook	100,000	$0.35	$35,000.00	$0.37	$37,000.00	$0.39	$39,000.00	$0.42	$42,000.00	$0.45	$45,000.00
New Hampshire Boater Ed Handbook	150,000	$0.34	$51,000.00	$0.35	$52,500.00	$0.35	$52,500.00	$0.36	$54,000.00	$0.37	$55,500.00
New Hampshire Boater Ed Handbook	200,000	$0.33	$66,000.00	$0.34	$68,000.00	$0.35	$70,000.00	$0.35	$70,000.00	$0.36	$72,000.00
Boat New Hampshire	5,000	$2.19	$10,950.00	$2.23	$11,150.00	$2.27	$11,350.00	$2.31	$11,550.00	$2.34	$11,700.00
Boat New Hampshire	10,000	$1.49	$14,900.00	$1.51	$15,100.00	$1.53	$15,300.00	$1.55	$15,500.00	$1.57	$15,700.00
Boat New Hampshire	15,000	$1.18	$17,700.00	$1.19	$17,850.00	$1.21	$18,150.00	$1.22	$18,300.00	$1.23	$18,450.00
Boat New Hampshire	20,000	$1.07	$21,400.00	$1.07	$21,400.00	$1.08	$21,600.00	$1.09	$21,800.00	$1.10	$22,000.00

1.6 Event Manager Fee Collection and Remittance

Kalkomey will collect the NHSP fee for each program (online) from each student at the time the student is registered 'via Event Manager.

1. Kalkomey will recover its cost for NHSP's use of Event Manager Event by retaining a portion (Kalkomey Event Manager Fee) of the fee charged to each student by the NHSP for each program.
2. The monthly aggregate of the remainder of each fee (NHSP fee less the Kalkomey Event Manager fee) will be transferred to NHSP each month with a reconciliation report, the format of which will be approved by the Department.
3. The Kalkomey Event Manager fees for each program are detailed in Table 1.6 below.

Table 1.6: Kalkomey Event Manager Fees

Course Type	Student Payment Amount	Vendor Amount	State Amount
Classroom Training / Certification Exam	$41.50	$4.00	$37.50
Online Training (timed course) / Certification Exam	$49.95	$32.00	$17.95
Online Training (interactive course)/Certification Exam	$49.95	$40.00	$9.95

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 Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

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

3 INVOICING

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

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

Invoices shall be sent to:

NH DEPARTMENT OF SAFETY, STATE POLICE
33 Hazen Drive

Concord, NH 03305

4 PAYMENT ADDRESS

4.1 All payments shall be sent to the following address:

Kalkomey Enterprises, LLC.
14086 Proton Road
Dallas, Texas 75244

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

5 OVERPAYMENTS TO THE CONTRACTOR

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

6 CREDITS

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

7 PROJECT HOLDBACK

The State shall be entitled to withhold monthly payments for any month in which there is an unresolved Defective or non-performing component of the system identified as Severity Level 1 or 2 as specified in Part 3 - Exhibit I: *Maintenance & Support Services.*

The holdback will be released to the Contractor when the State determines that the Defective or non-performing component of the System has been resolved.

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The below detail changes to the terms outlined in Part I, P-37 General Provisions:

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1 LICENSE GRANT

The State has defined the software subscription grant rights, terms and conditions, and has documented the evaluation criteria.

1.1 Software Subscription Grant

The provider hereby grants to the state a worldwide, non-exclusive subscription to use the Hosted Services for the business purposes of the state in accordance with the term of this agreement.

1.2 Documentation Copies

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

1.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

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

1.4 Third Party

The Vendor shall identify all third party contracts to be provided under this Contract. The terms in any such contracts must be consistent with this Contract, including, but not limited to New Hampshire General Provisions Form P-37.

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The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within thirty (30) days of the Effective Date, unless otherwise mutually agreed by the parties, 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.

1 ASSUMPTIONS

1.1 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).

1.2 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 bi-weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

2 CONTRACTOR ROLES AND RESPONSIBILITIES

2.1 Contractor's 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.

2.2 Contractor's 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's 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 in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide bi-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;
- Manage handoff to the Contractor operational staff;
- Manage Transition Services as needed.

2.3 Contractor's Team Analysis

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during System, integration and Acceptance Testing; and
- Assist with the transition to production.

2.4 Contractor's 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 conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

3 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.

3.1 State Project Manager

The State Project Manager shall work side-by-side with the Contractor's Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), 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's team;
- Assist the Contractor's 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's Project Manager of any urgent issues if and when they arise;
- Assist the Contractor's team staff to obtain requested information if and when required to perform certain Project tasks;
- Manage handoff to State operational staff; and
- Manage State staff during Transition Services as needed.

3.2 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's Software Solution and the business processes the application supports.

3.3 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's 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 bi-weekly Project meetings.

3.4 State Team Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of Acceptance Test plans;
- Coordinating Acceptance Tests;
- Chairing test Review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

4 PRELIMINARY WORK PLAN

The following Table 4.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 4.1: High Level Preliminary NH Project Plan

Task Name	Description	Start	Finish
Printed Boaters Handbook	Review for minor edits prior to printing.	Contract Award	5/1/2019
Printed Student Manual	Review for minor edits prior to printing.	Contract Award	5/1/2019
Interactive Online Course:	1. Draft course development.	Contract Award	4/1/2019
	2. State review of draft course.	1/31/2019	4/1/2019
	3. Interactive course in production	2/15/2019	6/1/2019
State Specific Boater Education Video:	1. Initial in-the-field (or on-the-water) raw footage filming.	07/01/2019	8/1/2019
	2. Post-production editing work.	8/1/2019	11/30/2019
	3. Final files ready.		12/31/2019
Spanish State Law Supplement	Translation complete	Contract Award	7/01/2019

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1 TRAVEL EXPENSES

The Contractor must assume all 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 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.

3 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.

4 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.

5 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.

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1 STATE MEETING AND REPORTS

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 Safety 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;
6. Issues and concerns requiring resolution; and
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:

a. The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
b. The Contractor's team will provide training templates as defined in the Training Plan, 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.
c. 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.
d. The Contractor shall adopt an Implementation time-line aligned with the State's required time-line.

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.

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The Contractor shall provide the following Products and Services described in Part 3 - Exhibit H: *Testing Services*, including but not limited to:

1 TESTING AND ACCEPTANCE

The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State.

The Test Plan and methodology shall reflect the needs of the Project and be included in the finalized Work Plan. As Kalkomey is the existing contractor much of the system has been previously tested. The test plan should include any new functionality resulting from this contract as well as any current or future enhancements, fixes or new features introduced throughout the term of this contract. A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

The Contractor shall provide the State with an overall Test Plan that will guide all testing. The Contractor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test Data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing ends upon issuance of a letter of UAT Acceptance by the State.

1.2 User Acceptance Testing (UAT)

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

The User Acceptance Test (UAT) is a Verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	• Approve the development of the User Acceptance Test Plan and the set of Data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.3 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation.

All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and Software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary Confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests (pen tests) and application vulnerability scanning.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a System or application for security purposes and the validation of users.
Access Control	Supports the management of permissions for logging onto a computer or network.
Encryption	Supports the encoding of Data for security purposes.
Intrusion Detection	Supports the detection of illegal entrance into a computer System.
Verification	Supports the confirmation of authority to enter a computer System, application or network.
Digital Signature	Guarantees the unaltered state of a file.
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Audit Trail Capture and Analysis	Supports the Identification and monitoring of activities within an application or System.
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary Confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. The Contractor shall provide a certificate of application, vulnerability scanning, and 3rd party Penetration Tests (pen test) when appropriate.

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

1.4 Penetration Testing

The Contractor shall provide Certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party Vendor at least annually, and after every major release.

1.4.1 Implement a methodology for penetration testing that includes the following:

- Industry-accepted penetration testing approaches (for example, NIST SP800-115).
- Includes coverage for the entire CDE perimeter and critical Systems.
- Includes testing from both inside and outside the network.
- Includes testing to validate any segmentation and scope-reduction controls.
- Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in PCI DSS Compliance: *Requirement 6.5*.
- Defines network-layer penetration tests to include components that support network functions as well as Operating Systems.
- Includes Review and consideration of threats and vulnerabilities experienced in the last 12 months.
- Specifies retention of penetration testing results and remediation activities results.

1.4.2 Perform *external* penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an Operating System upgrade, a sub-network added to the environment, or a web server added to the environment).

1.4.3 Perform *internal* penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an Operating System upgrade, a sub-network added to the environment, or a web server added to the environment).

1.4.4 Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.

1.4.5 If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operation and effective, and isolate all out-of-scope Systems from in-scope Systems.

1.5 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

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1 SYSTEM MAINTENANCE AND SUPPORT

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the Contract end date.

1.1 System Maintenance

The Contractor shall maintain the System in accordance with the Contract.

1.1.1 Maintenance Releases

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

1.1.2 Standard Agreement

The State will adopt the Contractor's standard maintenance Agreement modified to address terms and conditions inconsistent with State Statutes and general State Information Technology (IT) practices.

1.2 System Support

1.2.1 Support Levels

Contractor's The Contractor will be responsible for performing remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

a. Severity Level 1 is defined as urgent situations, when any part, portion, or module of the system is down and New Hampshire is unable to use the system. Upon notification of a severity level 1 problem, the Vendor will make every attempt to respond as soon as possible with the expectation that the response be within 1 hour. The Vendor will resolve Severity Level 1 problems within four (4) hours.
b. Severity Level 2 is defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation. The system may be operational but is severely restricted (for example, credentials cannot be opened). Upon notification of a severity level 2 problem, the Vendor will make every attempt to respond as soon as possible with the expectation that the response be within 2 hours. The Vendor will resolve Severity Level 2 problems within six (6) hours.
c. Severity Level 3 is defined as a minor problem that exists with the system but the majority of the functions are still usable and some circumvention may be required to provide service. The Vendor will resolve Severity Level 3 problems as quickly as possible, which on average should not exceed thirty business days.

d. Severity Level 4 is defined as a very minor problem or question that does not affect system function (for example, the text of a message is worded poorly or misspelled). The Vendor will work with New Hampshire to determine the appropriate turn-around time for Severity Level 4 problems.
e. Unusual Circumstances: Any issue/problem that may possibly endanger New Hampshire technical environment will receive immediate remedial action from the Vendor technical support staff with immediate notification to the New Hampshire IT staff.

2 SUPPORT OBLIGATIONS AND TERM

2.1 The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to T6.1 through T6.18 of the Support and Maintenance Requirements in Part 3 - Exhibit M: *Certificates and Attachments* as Attachment 1 - Project Requirements from RFP DOS 2019-04.

2.2 The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State Monday through Friday from 8:00am to 5:00pm EST.

2.3 The Vendor must have a central Customer Service department available to customers by telephone number, published e-mail address or live-chat application that allows for immediate discussion and conversation between customers and a Customer Service staff member.

2.4 The Vendor must provide after-hours student support, particularly during peak times and seasons.

2.5 The Vendor must have Spanish-speaking customer service agents available.

2.6 The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

2.7 For all maintenance service calls, the Contractor shall ensure the following information will be collected and maintained:

a. Nature of the Deficiency;
b. Current status of the Deficiency;
c. Action plans, dates, and times;
d. Expected and actual completion time;
e. Deficiency resolution information;
f. Resolved by;
g. Identifying number (i.e. work order number);
h. Issue Identified by; and

2.8 The Contractor must work with the Department to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

a. Mean time between reported Deficiencies with the Software;
b. Diagnosis of the root cause of the problem; and
c. Identification of repeat calls or repeat Software problems

2.9 The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented, all critical outages reported including actual issue and resolution, number of deficiencies reported by class with initial response time as well as time to close.

2.10 The Vendor shall use change management policy and procedures for notification, documentation and tracking of change requests, updates as well as critical outages.

2.11 The Vendor will give two weeks prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.

2.12 A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.

2.13 The Vendor shall support the State of New Hampshire in any data conversion to a replacement system in the future to include but not limited to: providing data dictionaries, data exports, assisting with data extracts to 3rd party test environments, user acceptance test environments and production environments. Provide prompt research and response to data extract issues.

2.14 The State will have a seat at Vendor's user group to provide a voice in future system enhancements and releases.

2.15 The State will be responsible for the user acceptance test of new program updates, general maintenance releases, selected functionality releases and patches before the code is moved to production. The State will also approve releases and updates to the production environment.

2.16 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2, Information Technology Provisions - Section 13.1: Termination for Default and in Part 1, P-37 General Provisions - Section 8: Event of Default/Remedies, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable subscription fees, within ninety (90) days of notification to the Contractor of the State's refund request.

2.17 Contractor shall provide a quotation for any proposed out of scope support services.

3. 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 Vendor shall guarantee a 99.9% software uptime, exclusive of the agreed-upon maintenance window.

If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.

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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:

a. 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
b. The re-performance of the deficient Services; or
c. 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.

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. An update or upgrade that changes the method by which a user function is completed shall not be considered a loss of 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.

1.7 Personnel

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.

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the Warranty for non-infringement, which shall survive the termination of this Contract.

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State of New Hampshire, Department of Safety RFP DOS 2019-04 Safe Boating Education dated September 21, 2018 is hereby incorporated by reference as fully set forth herein.

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Kalkomey Enterprises, LLC Proposal to State of New Hampshire, Department of Safety RFP DOS 2019-04 Safe Boating Education dated September 21, 2018 is hereby incorporated by reference as fully set forth herein.

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Attached are:

A. Attachment 1 - Project Requirements from RFP DOS 2019-04
B. Contractor's Certificate of Good Standing
C. Contractor's Certificate of Vote/Authority
D. Contractor's Certificate of Insurance
E. Vendor Proposal

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WRITTEN CONSENT
OF THE
MANAGER
OF
KALKOMEY ENTERPRISES, LLC,
a Delaware limited liability company

In accordance with the Limited Liability Company Agreement of Kalkomey Enterprises, LLC, a Delaware limited liability company ("the Company"), and the Delaware Limited Liability Company Act, the undersigned, being the Manager of the Company (the "Manager"), does hereby adopt the following preambles and resolutions by written consent, which action shall be as valid and legal and of the same force and effect as though taken at a meeting duly and validly noticed and held.

New Hampshire Boat Certification Contract

RESOLVED, that this Company entered into a contract with the State of New Hampshire, acting through its Department of Safety, Division of State Police, for the provisions of education and data management services.

RESOLVED, that the Chief Executive Officer is hereby authorized on behalf of the Company to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

RESOLVED, that Jason Alexander currently holds the position of Chief Executive Officer.

General Authorization

RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Company, to execute and deliver, or to cause to be executed and delivered, any and all other agreements, certificates, instruments, notices and other documents and to take, or to cause to be taken, any and all actions as it may deem necessary or desirable to carry out the intent or accomplish the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any and all actions taken, or caused to be taken, by any officers of the Company prior to the adoption of the foregoing resolutions intended to carry out the intent or accomplish the purposes of the foregoing resolutions are hereby ratified, confirmed, approved and adopted in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Manager of Kalkomey Enterprises, LLC.

KALKOMEY HOLDINGS, LLC

By: Paul C. Nolen
Date: 5/23/19
Name: Paul Nolen
Title: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Judy Hanson, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Aug. 3, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Judy Hanson
5/23/2019

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 KALKOMEY ENTERPRISES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 24, 2001. 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: 388640
Certificate Number: 0004517843

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of May A.D. 2019.

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/12/2019

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 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
Willis of New York, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Insurance Company	35289
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Kalkomey Enterprises, LLC
14086 Proton Road
Dallas, TX 75244

COVERAGES CERTIFICATE NUMBER: W10100699 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			6023809645	01/27/2019	01/27/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No	N/A		WC 60238096 14	01/27/2019	01/27/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

New Hampshire Department of Safety

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

Rick Cogdell

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