



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

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CAC

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 16, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **retroactive** amendment to an existing contract (Contract #8003031) with Nemon Consulting, LLC (VC# 221651), Londonderry, NH for training and professional development services by extending the completion date from September 30, 2024, to September 30, 2025, with no change to the current price limitation of \$300,000.00, effective upon Governor and Executive Council approval. The original contract was approved by the Commissioner of the Department of Administrative Services on February 7, 2022.

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

EXPLANATION

As previously stated, the original contract (Contract #8003031) was approved by the Commissioner of the Department of Administrative Services on February 7, 2022.

This This amendment request is **retroactive** due to the contract lapsing with an end date of September 30, 2024.

The NH Bureau of Education and Training (BET) within the Department of Administrative Services' (DAS), Division of Personnel, provides educational training programs, organizational development support, and training development services for public sector entities throughout the State of New Hampshire, including State Agencies, municipalities, and non-profit organizations. With the ever-changing industry, it would be a disservice to discontinue or lapse this contract.

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for information (RFI) 2025-428 on July 15, 2024, with responses due on July 25, 2024. This RFI reached 266 vendors through the NIGP electronic sourcing platform with an additional nine directly sourced. There were eight responses received providing updated pricing and identifying new opportunities in the market. Further assessment of the responses received determined that a one-year extension would be in the best interest of the state in order to prevent service interruption for training and development while evaluating these vendors and the classes they offer.

Further analysis following review of the RFI results identified trends published by the US Bureau of Labor Statistics (Other Schools and Instruction – June 2024 OEWS Industry-Specific Occupational Employment and Wage Estimates (bls.gov)). This analysis confirmed that wages have increased, which would imply an increase in costs for educational training and development.

Upon approval, this requested contract amendment with the incumbent contractor, Nemon Consulting, LLC (Contract #8003031), will allow continued training and development courses with no change to the current price limitation for an additional year, and provide a collaborative partnership with the State to monitor market conditions and extend savings where available. Based on this information it is recommended to extend this contract (Contract #8003031) for an additional year leveraging the contract provision to accept regular price decreases as they become available to the general trade.

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

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFI Summary

RFI Description	Educational Training	Agency	BET
RF#	2025-428	RFI Closing	7/26/24 10:30 AM
Agct Name	Carrie Martin		

Item	UOM	Product Description	CLASS FORMAT	Current Contract Prices		Needs		FRONT RUNNER					
				Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Hybrid	Extended Cost Hybrid		
10	EA.	Business Etiquette	½ -day live online	\$795.00	\$7,950.00	\$0.00	\$0.00	\$1,300	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00
9	EA.	Dealing With Troubled, Toxic or Negative People	½ -day live online	\$795.00	\$7,155.00	\$0.00	\$0.00	\$1,300	\$11,700.00	\$0.00	\$0.00	\$0.00	\$0.00
3	EA.	E-mail Etiquette	½ -day live online	\$795.00	\$2,385.00	\$0.00	\$0.00	\$1,300	\$3,900.00	\$0.00	\$0.00	\$0.00	\$0.00
4	EA.	Managing at a Distance	½ -day live online	\$795.00	\$3,180.00	\$0.00	\$0.00	\$1,300	\$5,200.00	\$0.00	\$0.00	\$0.00	\$0.00
24	EA.	Time Management	½ -day live online	\$795.00	\$19,080.00	\$0.00	\$0.00	\$1,300	\$31,200.00	\$0.00	\$0.00	\$0.00	\$0.00
16	EA.	Delivering Constructive Criticism	½ - day live on line, plus pre-work	\$795.00	\$12,720.00	\$0.00	\$0.00	\$1,300	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00
4	EA.	Business Analysis	2 Days	\$995.00	\$3,980.00	\$0.00	\$0.00	\$5,200	\$20,800.00	\$7,600	\$30,400.00	\$7,600	\$30,400.00
4	EA.	Business Etiquette	Half Day	\$795.00	\$3,180.00	\$0.00	\$0.00	\$1,300	\$5,200.00	\$1,900	\$7,600.00	\$1,900	\$7,600.00
14	EA.	Communication Skills	1 week online with 2-90 min live Teams sessions	\$900.00	\$12,600.00	\$0.00	\$0.00	\$975	\$13,650.00	\$0.00	\$0.00	\$0.00	\$0.00
8	EA.	Conflict Resolution	1/2 Day Live Online Session (4 hours)	\$1,200.00	\$9,600.00	\$0.00	\$0.00	\$1,300	\$10,400.00	\$0.00	\$0.00	\$0.00	\$0.00
30	EA.	Customer Service	2 - 90 Min Live Teams Sessions	\$900.00	\$27,000.00	\$0.00	\$0.00	\$975	\$29,250.00	\$0.00	\$0.00	\$0.00	\$0.00
21	EA.	Dealing with Strong Emotions in the Workplace	1/2 Day Live Online Session (4 Hours)	\$1,200.00	\$25,200.00	\$0.00	\$0.00	\$1,300	\$27,300.00	\$0.00	\$0.00	\$0.00	\$0.00
5	EA.	Dealing With Troubled, Toxic or Negative People	1/2 Day Live Online Session (4 Hours)	\$1,200.00	\$6,000.00	\$0.00	\$0.00	\$1,300	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00
16	EA.	Difficult Conversations	1/2 Day Live Online Session (4 hours)	\$900.00	\$14,400.00	\$0.00	\$0.00	\$1,300	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00
39	EA.	Diversity and Inclusion - Awareness to Action	1 Week Online Cours - With 2-90 Min Live TEAMS sessions	\$1,200.00	\$46,800.00	\$1,035.00	\$40,365.00	\$975	\$38,025.00	\$0.00	\$0.00	\$0.00	\$0.00
8	EA.	Effective Meetings	1/2 Day Live Online Session (4 hours)	\$1,200.00	\$9,600.00	\$0.00	\$0.00	\$1,300	\$10,400.00	\$0.00	\$0.00	\$0.00	\$0.00
7	EA.	Leading And Managing Change	1 Week Online Course - With 2 - 90 Min Live TEAMS Sessions	\$900.00	\$6,300.00	\$1,035.00	\$7,245.00	\$975	\$6,825.00	\$0.00	\$0.00	\$0.00	\$0.00
12	EA.	Managing Difficult Employees	1/2 Day Live Online Session (4 hours)	\$1,200.00	\$14,400.00	\$0.00	\$0.00	\$1,300	\$15,600.00	\$0.00	\$0.00	\$0.00	\$0.00
5	EA.	Motivating Employees	1/2 Day Live Online Session (4 hours)	\$1,200.00	\$6,000.00	\$345.00	\$1,725.00	\$1,300	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00
8	EA.	Presentation: Effective Visuals and Verbal Communication (Introduction)	1.5 Days in person	\$4,100.00	\$32,800.00	\$1,035.00	\$8,280.00	\$0.00	\$0.00	\$5,700.00	\$45,600.00	\$0.00	\$0.00
19	EA.	Public Speaking I	1.5 Days In Person	\$4,100.00	\$77,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,700.00	\$108,300.00	\$0.00	\$0.00
10	EA.	Public Speaking II (Advanced)	1.5 Days In Person	\$4,100.00	\$41,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,700.00	\$57,000.00	\$0.00	\$0.00
4	EA.	Team Skills: Participating On and Leading Effective Teams	1 Week Online Course - With 2 - 90 Min Live TEAMS Sessions	\$900.00	\$3,600.00	\$1,035.00	\$4,140.00	\$975.00	\$3,900.00	\$1,425.00	\$5,700.00	\$1,425.00	\$5,700.00
5	EA.	Developing Program Metrics & Dashboards	4 - ½ days over 2 weeks, In-person, Online or Hybrid	\$1,380.00	\$6,900.00	\$1,380.00	\$6,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	EA.	Leading and Managing Change	2- 90 min live sessions plus online work; In-person, Online or Hybrid	\$1,035.00	\$14,490.00	\$1,035.00	\$14,490.00	\$975.00	\$13,650.00	\$1,425.00	\$19,950.00	\$1,425.00	\$19,950.00



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFI Summary

Qty	UOM	Product Description	CLASS FORMAT	Current Contract Pricing		New Contract Pricing		FRONT RUNNER					
				Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Hybrid	Extended Cost Hybrid		
10	EA	Managing with Metrics	1-day or 2- 1/2 days, In-person, Online or Hybrid	\$690.00	\$6,900.00	\$690.00	\$6,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	EA	Project Management – An Introduction	2- 90 min live sessions plus online work; In-person, Online or Hybrid	\$1,035.00	\$3,105.00	\$1,035.00	\$3,105.00	\$975.00	\$2,925.00	\$1,425.00	\$4,275.00	\$1,425.00	\$4,275.00
20	EA	Surveys, Focus Groups and Data Collection	1-day or 2- 1/2 days In-person, Online or Hybrid	\$690.00	\$13,800.00	\$690.00	\$13,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100	EA	Excel I	1-day or 2-1/2 days In-person, Online or Hybrid	\$690.00	\$69,000.00	\$690.00	\$69,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100	EA	Excel II	1 Day or 2 - 1/2 Days In Person, online or Hybrid	\$690.00	\$69,000.00	\$690.00	\$69,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
90	EA	Excel III	1 Day or 2 - 1/2 Days In Person, online or Hybrid	\$690.00	\$62,100.00	\$690.00	\$62,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	EA	Outlook	1/2 day, In-person or Online	\$345.00	\$8,625.00	\$345.00	\$8,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	EA	PowerPoint	1/2 day, In-person or online	\$345.00	\$8,625.00	\$345.00	\$8,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35	EA	Word Boot Camp	1-day or 2-1/2 days In-person, Online or Hybrid	\$690.00	\$24,150.00	\$690.00	\$24,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
65	EA	Adobe Suite Training	1 Day, Hands-On Training	\$1,200.00	\$78,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40	EA	Business Writing	1 Day	\$1,815.00	\$72,600.00	\$0.00	\$0.00	\$2,600.00	\$104,000.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$272,205.00		\$272,205.00						
Estimated annual spend				\$136,102.50	Expiring contract annual		\$136,102.50						
Estimated term spend				\$272,205.00	Expiring contract term		\$272,205.00						
Add allowance for balance of product line				\$27,220.50	Cost Savings		\$8.00						
Estimated contract spend				\$299,425.50	Delta; new vs. expiring		0%						

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	2 years with two, one year extension
Estimated Contract Spend	\$299,425.50
Number of Responses Received	11
Number of Sourced bidders	7
Number of NIGP Vendors Sourced	163
Number of non-responsive bidders	159
P-37 Checklist Complete	Yes
D&B Report Attached	N/A
Method of Payment (P-Card/ACH)	P-Card / ACH
FOB Delivered	Yes
Expiring Contract Price Limitation	\$400,000.00
Total Cost Savings(\$/%)	\$19,800.00 27%
<p>Special Notes: The state currently has 7 vendors supporting DAS and the Bureau of educational training. Each vendor teaches specific classes based on their training of expertise and cost. At this time the incumbent vendors have agreed to hold current pricing for an additional year while DAS and BET review the alternates, to obtain lower pricing, without compromising service and quality standards for training.</p>	



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFI Summary

CCS Learning Academy		New Horizon				OFFICE PRO				Nexco Inc.				VINSYS CORPORATION		EPOCH Learning	
Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online
\$1,095.00	\$10,950.00	\$1,625.00	\$16,250.00	\$0.00	\$0.00	\$1,500.00	\$15,000.00	\$1,350.00	\$13,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$5,990.00	\$350	\$3,500.00
\$1,095.00	\$9,855.00	\$1,425.00	\$12,825.00	\$0.00	\$0.00	\$1,500.00	\$13,500.00	\$1,295.00	\$11,655.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$5,391.00	\$350	\$3,150.00
\$1,095.00	\$3,285.00	\$1,625.00	\$4,875.00	\$0.00	\$0.00	\$1,500.00	\$4,500.00	\$1,250.00	\$3,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$1,797.00	\$350	\$1,050.00
\$1,095.00	\$4,380.00	\$1,625.00	\$6,500.00	\$0.00	\$0.00	\$1,500.00	\$6,000.00	\$1,250.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$2,396.00	\$350	\$1,400.00
\$1,095.00	\$26,280.00	\$1,625.00	\$39,000.00	\$0.00	\$0.00	\$1,500.00	\$36,000.00	\$1,295.00	\$31,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$14,376.00	\$350	\$8,400.00
\$1,095.00	\$17,520.00	\$1,625.00	\$26,000.00	\$0.00	\$0.00	\$2,500.00	\$40,000.00	\$1,295.00	\$20,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$649.00	\$10,384.00	\$350	\$5,600.00
\$0.00	\$0.00	\$5,600.00	\$22,400.00	\$0.00	\$0.00	\$5,200.00	\$20,800.00	\$2,695.00	\$10,780.00	\$4,995.00	\$19,980.00	\$5,995.00	\$23,980.00	\$3,499.00	\$13,996.00	\$350	\$1,400.00
\$0.00	\$0.00	\$1,625.00	\$6,500.00	\$0.00	\$0.00	\$2,800.00	\$11,200.00	\$1,250.00	\$5,000.00	\$2,895.00	\$11,580.00	\$2,895.00	\$11,580.00	\$1,799.00	\$7,196.00	\$350	\$1,400.00
\$1,795.00	\$25,130.00	\$1,815.00	\$25,410.00	\$0.00	\$0.00	\$3,000.00	\$42,000.00	\$5,650.00	\$79,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.00	\$20,986.00	\$350	\$4,900.00
\$1,095.00	\$8,760.00	\$1,625.00	\$13,000.00	\$0.00	\$0.00	\$2,000.00	\$16,000.00	\$1,450.00	\$11,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$4,792.00	\$350	\$2,800.00
\$1,795.00	\$53,850.00	\$1,815.00	\$54,450.00	\$0.00	\$0.00	\$2,000.00	\$60,000.00	\$1,325.00	\$39,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$17,970.00	\$350	\$10,500.00
\$1,095.00	\$22,995.00	\$2,100.00	\$44,100.00	\$0.00	\$0.00	\$2,000.00	\$42,000.00	\$1,295.00	\$27,195.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$12,579.00	\$350	\$7,350.00
\$1,095.00	\$5,475.00	\$1,425.00	\$7,125.00	\$0.00	\$0.00	\$2,000.00	\$10,000.00	\$1,295.00	\$6,475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$2,995.00	\$350	\$1,750.00
\$1,095.00	\$17,520.00	\$2,100.00	\$33,600.00	\$0.00	\$0.00	\$2,000.00	\$32,000.00	\$1,295.00	\$20,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$9,584.00	\$350	\$5,600.00
\$1,795.00	\$70,005.00	\$3,100.00	\$120,900.00	\$0.00	\$0.00	\$3,000.00	\$117,000.00	\$6,950.00	\$271,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.00	\$58,461.00	\$350	\$13,650.00
\$1,095.00	\$8,760.00	\$1,625.00	\$13,000.00	\$0.00	\$0.00	\$2,000.00	\$16,000.00	\$1,250.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$4,792.00	\$350	\$2,800.00
\$1,795.00	\$12,565.00	\$2,750.00	\$19,250.00	\$0.00	\$0.00	\$3,000.00	\$21,000.00	\$6,950.00	\$48,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.00	\$10,493.00	\$350	\$2,450.00
\$1,095.00	\$13,140.00	\$1,425.00	\$17,100.00	\$0.00	\$0.00	\$2,000.00	\$24,000.00	\$1,450.00	\$17,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$7,188.00	\$350	\$4,200.00
\$1,095.00	\$5,475.00	\$1,425.00	\$7,125.00	\$0.00	\$0.00	\$2,000.00	\$10,000.00	\$1,295.00	\$6,475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$2,995.00	\$350	\$1,750.00
\$0.00	\$0.00	\$0.00	\$0.00	\$1,675.00	\$13,400.00	\$4,500.00	\$36,000.00	\$0.00	\$0.00	\$4,595.00	\$36,760.00	\$0.00	\$0.00	\$3,499.00	\$27,992.00	\$350	\$2,800.00
\$0.00	\$0.00	\$0.00	\$0.00	\$4,900.00	\$93,100.00	\$4,500.00	\$85,500.00	\$0.00	\$0.00	\$4,695.00	\$89,205.00	\$0.00	\$0.00	\$3,499.00	\$66,481.00	\$650	\$12,350.00
\$0.00	\$0.00	\$0.00	\$0.00	\$4,900.00	\$49,000.00	\$4,500.00	\$45,000.00	\$0.00	\$0.00	\$5,295.00	\$52,950.00	\$0.00	\$0.00	\$3,499.00	\$34,990.00	\$650	\$6,500.00
\$1,795.00	\$7,180.00	\$2,750.00	\$11,000.00	\$0.00	\$0.00	\$3,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.00	\$5,996.00	\$350	\$1,400.00
\$0.00	\$0.00	\$2,900.00	\$14,500.00	\$0.00	\$0.00	\$4,500.00	\$22,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$9,995.00	\$350	\$1,750.00
\$1,795.00	\$25,130.00	\$3,100.00	\$43,400.00	\$0.00	\$0.00	\$4,500.00	\$63,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.00	\$20,986.00	\$350	\$4,900.00



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
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RFI Summary

CCS Learning Academy		New Horizon				OFFICE PRO		Nextec Inc.								VINSYS CORPORATION		Unit Cost	Extended Cost
Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
\$1,995.00	\$19,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.00	\$14,990.00	\$350	\$3,500.00
\$1,795.00	\$5,385.00	\$2,000.00	\$6,000.00	\$0.00	\$0.00	\$3,500.00	\$10,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.00	\$4,497.00	\$350	\$1,050.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$39,980.00	\$350	\$7,000.00
\$995.00	\$99,500.00	\$1,995.00	\$199,500.00	\$0.00	\$0.00	\$1,225.00	\$122,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$199,900.00	\$295	\$29,500.00
\$995.00	\$99,500.00	\$1,995.00	\$199,500.00	\$0.00	\$0.00	\$1,225.00	\$122,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$199,900.00	\$295	\$29,500.00
\$995.00	\$89,550.00	\$1,995.00	\$179,550.00	\$0.00	\$0.00	\$1,225.00	\$110,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$179,910.00	\$295	\$26,550.00
\$595.00	\$14,875.00	\$1,995.00	\$49,875.00	\$0.00	\$0.00	\$850.00	\$21,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$49,975.00	\$295	\$7,375.00
\$595.00	\$14,875.00	\$1,995.00	\$49,875.00	\$0.00	\$0.00	\$850.00	\$21,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$49,975.00	\$295	\$7,375.00
\$995.00	\$34,825.00	\$1,995.00	\$69,825.00	\$0.00	\$0.00	\$1,225.00	\$42,875.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$69,965.00	\$295	\$10,325.00
\$1,095.00	\$71,175.00	\$2,995.00	\$194,675.00	\$0.00	\$0.00	\$1,600.00	\$104,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$129,935.00	\$25	\$34,125.00
\$0.00	\$0.00	\$1,815.00	\$72,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$79,960.00	\$425	\$17,000.00



**FIRST AMENDMENT TO THE CONTRACT BETWEEN
NEMON CONSULTING, LLC
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR TRAINING AND PROFESSIONAL DEVELOPMENT
CONTRACT # 8003031**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 23 day of August 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Nemon Consulting, LLC (hereinafter referred to as "the Contractor") for Training and professional development.

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

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

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 September 30, 2025
2. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on February 7, 2022, on shall remain in full force and effect.

NEMON CONSULTING, LLC

By: Melissa Nemon

Melissa L. Nemon
(Print Name)

Title: Owner / Founder

Date: August 23, 2024

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 8-27-24

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar

Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: September 18, 2024

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

Signed: _____

(Print Name)

Title: _____

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 NEMON CONSULTING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 29, 2005. 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: 548046

Certificate Number: 0006733262



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 July A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Sole Proprietor Certification of Authority

I, Melissa Nemon, hereby certify that I am the Sole Proprietor
(Printed First and Last Name)

of Nemon Consulting LLC which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority **shall remain valid for ninety (90) days** from the date of this Corporate Resolution.

Melissa Nemon 8/5/24

DATED: August 5, 2024

ATTEST:

[Handwritten Signature]
(Signature)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2024

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 Jamie Reynolds State Farm 88 Nashua Rd Unit B1 Londonderry, NH 03053	CONTACT NAME: Lori Dillon PHONE (AC No. Ext): 603-537-8999 E-MAIL ADDRESS: lori@jamiereynolds.com	FAX (AC No.): 603-537-8990
	INSURER(S) AFFORDING COVERAGE	
INSURED Nemon Consulting LLC 7 Kelley Rd Londonderry, NH 03053	INSURER A: State Farm Fire and Casualty Company	NAIC # 25143
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSUR LTR	TYPE OR INSURANCE	ADD RESD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			94-BA-G987-3	08/25/2024	08/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION: \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

N/A

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2024

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: Jamie Reynolds State Farm 88 Nashua Rd Unit B1 Londonderry, NH 03053	CONTACT NAME: Lori Dillon PHONE: 603-637-8999 (AC No. Exp): 603-637-8999 E-MAIL ADDRESS: lori@jamiereynolds.com	FAX (AC No.): 603-637-8990
	INSURER(S) AFFORDING COVERAGE	
INSURED Nemon Consulting LLC 7 Kelley Rd Londonderry, NH 03053	INSURER A: State Farm Fire and Casualty Company	NAIC # 25143
	INSURER B:	<input type="checkbox"/>
	INSURER C:	<input type="checkbox"/>
	INSURER D:	<input type="checkbox"/>
	INSURER E:	<input type="checkbox"/>
	INSURER F:	<input type="checkbox"/>

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			94-BA-G987-3	08/26/2024	08/25/2025	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER N/A	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
--------------------------------------	--

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: January 26, 2022

CONTRACT FOR: Training and Professional Development Services

CONTRACT #: 8003031

COMMODITY/NIGP CODE: 918 3800

CONTRACTOR: Nemon Consulting, LLC

VENDOR CODE #: 221651

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Wayne V Goulet, o=Div
Procurement Support Services,
ou=Bureau of Purchase & Property,
email=Wayne.V.Goulet@das.nh.go
v, c=US
Date: 2022.01.26 15:57:15 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Mathew.T.Stanton@das.nh.g
ov, c=US
Date: 2022.02.04 09:35:10 -05'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

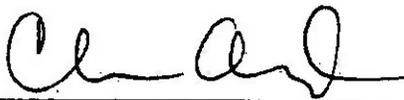
APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,
o=Department of Administrative
Services, ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.go
v, c=US
Date: 2022.02.04 10:02:34 -05'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2/7/22

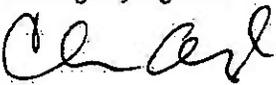
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Nemon Consulting, LLC		1.4 Contractor Address PO Box 1060 7 Kelley Road Londonderry, NH 03053	
1.5 Contractor Phone Number 603-425-2479	1.6 Account Number Various	1.7 Completion Date September 30, 2024	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency Wayne Goulet		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature  Date: 1/24/22		1.12 Name and Title of Contractor Signatory MELISSA NEMON NEMON CONSULTING LLC	
1.13 State Agency Signature  Date: 2/7/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials YN PN
 Date 1/24/22

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Nemon Consulting, LLC. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Training and Professional Development Services in accordance with the bid/proposal submission in response to State Request for Proposal #2502-22 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFP 2502-22
- f. EXHIBIT E Appendix - Classes

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFP 2502-22" and (6) EXHIBIT E "Appendix - Classes."

3. TERM OF CONTRACT

This contract shall commence upon execution by the Commissioner of the Department of Administrative Services and shall continue through September 30, 2024.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

Training and Professional Development Classes:

Pricing per class or program shall include all development/preparation time and instruction time, including live instruction as well as instructor time required to review and respond to questions and submissions from students (for example, providing feedback for asynchronous work as part of an on-line courses running over several days).

Contractor shall provide certain information on each class or program for which they are offering including:

- Proposed format, including number of days and/or hours of direct instruction, hours of self-directed work, and timing of class or program of study;
- Instructor or instructors who would teach each class or program of study; and
- Price Per Class

The Contractor may propose additional trainings and/or services (or a different set of classes as part of a program) for consideration by the State by including a class title(s), instructor, format, and price per class.

- Professional Development Course Offerings
- Project Management Training Program: Program shall include project management fundamentals, project cost management, and lean principles in project management. This program shall include introduction to project management, as well as classes focused on specific disciplines and techniques (e.g., Agile project management for IT-projects; Project Management for Software Implementation).
- Trainer Certification Program: Program shall cover effective communication, presentation techniques, facilitation, and other skills required of successful and engaging trainers.

Course Summary and Syllabus: The Contractor shall include a brief synopsis of each course including the proposed format or structure for the class and the total number of hours of instruction and self-paced work by students, and a course syllabus. A more comprehensive and detailed description of any course shall be provided if requested by the State.

Training Materials: Contractor must submit a list of the course materials that will be provided for each course for which is offered (i.e., books, documentation, references, etc.). All materials must be approved by the State prior to the presentation of any training course.

Quality Assurance: All training or training program that will be offered through the State of NH BET shall work with the State to finalize the course content, length, format, and method of student evaluation. For example, a Contractor proposing a Lean Training Program shall work with existing Lean leaders and practitioners from various State agencies in developing and refining the Lean programs for NH State Government application.

Additionally, the State shall have the option to send a BET employee to each course to observe and review the quality of the presentation.

Class Evaluation Forms: The Contractor shall distribute information for students to complete an online evaluation form to all participants in all classes.

Frequency of Offering: The frequency at which various classes are offered will vary based on anticipated and actual demand. BET may decide to offer a class more or less frequently at their sole discretion.

Organizational Development Professional Services:

The Contractor shall provide a variety of organizational development professional services to augment existing State staff resources as necessary.

Individual work assignment bid requests will be issued to all qualified Contractors for such services specifying the specifics of each assignment. Interested Contractors shall provide a proposed number of hours and total cost to complete the work assignment at their contracted rate per hour. A final work assignment will be prepared with the selected Contractor outlining the exact tasks to be performed, the timeline, deliverables, the agreed to number of hours, and the total cost to complete the work.

- Instructional Design Support: Upon request of the State and under the direction of BET staff, the Contractor would develop new online or in-person training to be offered by the State, by an eligible entity or by an approved contractor. Contractor shall employ ADDIE techniques in approaching course development and working with subject matter experts. All course materials prepared under contract with the State shall be the property of the State.
- E-Learning Course Development: Upon request of the State and under the direction of BET staff, the Contractor would build a new online training program to be offered by the State, by an eligible entity or by an approved contractor. Contractor would utilize Articulate 360 and/or work within the State's Moodle LMS.
- Strategic Planning Facilitation and/or Coaching: Upon request of the State, the Contractor would provide facilitation and/or coaching services to guide an entity or group through a strategic planning process.
- General Meeting Facilitation: Upon request of the State, the Contractor would provide staff skilled in meeting facilitation, such as facilitation of public meetings, focus groups, community input gathering, and informational sessions.
- Metrics Consulting: Upon request of the State, the Contractor would provide professional services to help a program, department or agency define a set of metrics for measuring, monitoring, and improving operations.
- Team Building/Group Dynamics/Other Organizational Development Work: Upon request of the State, the Contractor would provide staff skilled in improving group dynamics, group communications, group culture, team building or other organizational development topics.
- Project Management Coaching and Support: Upon request of the State, the Contractor would provide direct assistance to a client in developing or implementing a project plan or project component, or provide coaching to an existing project manager to further develop and hone their skills.

Staff Requirements:

All staff serving as instructors or providing professional services under this Contract must have at least a Bachelor's degree and relevant work experience plus demonstrated teaching or other relevant experience in the subject area(s) they are instructing. A Master's degree in a relevant area is preferred but not required. The Contractor shall submit resumes demonstrating the required education and experience for all proposed instructors and staff, including subcontractor staff/instructors.

Subcontractors

- 1) Services shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval by the State.
- 2) If subcontractors are to be used, the Contractor must clearly explain their participation.
- 3) If subcontractors are to be used, please include information regarding the proposed subcontractors including the name of the company, their address, contact person and three references for clients they are currently servicing.
- 4) The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.
- 5) Subcontractors must abide by all terms and conditions under any resultant Contract.

Requirements

- 1) The State requires ten (10) days' advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
- 2) The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 3) The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 4) The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 5) While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 6) All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 7) The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

ADDITIONAL REQUIREMENTS:

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with the Department of Administrative Services' Division of Personnel's Bureau of Education and Training (BET), and each State agency or other public entity served by BET intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the BET.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFP #2502-22, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://cas.nh.gov/purchasing/vendorregistration/IS\(a0fzcv55ahaec45\(pya5i45\)\)/welcome.aspx](https://cas.nh.gov/purchasing/vendorregistration/IS(a0fzcv55ahaec45(pya5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

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

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

8. INSURANCE

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

9. CONFIDENTIALITY & CRIMINAL RECORD

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

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Training and Professional services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$300,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

SOFTWARE TRAINING CLASSES					
CLASS	CLASS FORMAT	CLASS INSTRUCTORS	2/01/2022-9/30/2022 (PRICE PER CLASS)	10/1/2022-9/30/2023 (PRICE PER CLASS)	10/2/2023-9/30/2024 (PRICE PER CLASS)
Excel I	1-day or 2-1/2 days In-person, Online or Hybrid	Melissa Nemon	\$650.00 per Class	\$670.00 per Class	\$690.00 per Class
Excel II	1-day or 2-1/2 days In-person, Online or Hybrid	Melissa Nemon	\$650.00 per Class	\$670.00 per Class	\$690.00 per Class
Excel III	1-day or 2-1/2 days In-person, Online or Hybrid	Melissa Nemon	\$650.00 per Class	\$670.00 per Class	\$690.00 per Class
Moodle LMS Management	TBD, In-person, Online or Hybrid	Melissa Nemon	\$650.00 per Class	\$670.00 per Class	\$690.00 per Class
Outlook	1/2 day, In-person or Online	Melissa Nemon	\$325.00 per Class	\$335.00 per Class	\$345.00 per Class
PowerPoint	1/2 day, In-person or Online	Melissa Nemon	\$325.00 per Class	\$335.00 per Class	\$345.00 per Class
Word Bootcamp	1-day or 2-1/2 days In-person, Online or Hybrid	Melissa Nemon	\$650.00 per Class	\$670.00 per Class	\$690.00 per Class

Non-Software/Professional Development Classes					
CLASS	CLASS FORMAT	CLASS INSTRUCTORS	2/01/2021-09/30/2022 (PRICE PER CLASS)	10/1/2022-9/30/2023 (PRICE PER CLASS)	10/2/2023-9/30/2024 (PRICE PER CLASS)
Developing a Balanced Scorecard	4- ½ days over 2 weeks, In-person, Online or Hybrid	Melissa Nemon	\$1,300.00 per Class	\$1,340.00 per Class	\$1,380.00 per Class
Developing Program Metrics & Dashboards	4- ½ days over 2 weeks, In-person, Online or Hybrid	Melissa Nemon	\$1,300.00 per Class	\$1,340.00 per Class	\$1,380.00 per Class
Diversity and Inclusion – Awareness to Action	2- 90 min live sessions plus homework; In-person, Online, or Hybrid	Melissa Nemon	\$975.00 per Class	\$1,005.00 per Class	\$1,035.00 per Class
Effective Problem Solving and Decision- Making Methods	2- 90 min live sessions plus homework; In-person, Online or Hybrid	Melissa Nemon	\$975.00 per Class	\$1,005.00 per Class	\$1,035.00 per Class
Facilitation Skills	1-day or 2- ½ days In-person, Online or Hybrid	Melissa Nemon	\$650.00 per Class	\$670.00 per Class	\$690.00 per Class
Leading and Managing Change	2- 90 min live sessions plus online work; In-person, Online or Hybrid	Melissa Nemon	\$975.00 per Class	\$1,005.00 per Class	\$1,035.00 per Class
Leading with Strengths	2- 90 min live sessions plus online work; In-person, Online or Hybrid	Melissa Nemon	\$975.00 per Class	\$1,005.00 per Class	\$1,035.00 per Class
Managing with Metrics	1-day or 2- ½ days, In-person, Online or Hybrid	Melissa Nemon	\$650.00 per Class	\$670.00 per Class	\$690.00 per Class
Motivating Employees	½ day, In-person or Online	Melissa Nemon	\$325.00 per Class	\$335.00 per Class	\$345.00 per Class
Presentations: Effective Visuals and Verbal Communications (Introduction)	2- 90 min live sessions plus online work; In-person, Online or Hybrid	Melissa Nemon	\$975.00 per Class	\$1,005.00 per Class	\$1,035.00 per Class
Project Management – An Introduction	2- 90 min live sessions plus online work; In-person, Online or Hybrid	Melissa Nemon	\$975.00 per Class	\$1,005.00 per Class	\$1,035.00 per Class

Non-Software/Professional Development Classes					
CLASS	CLASS FORMAT	CLASS INSTRUCTORS	2/01/2021-09/30/2022 (PRICE PER CLASS)	10/1/2022-9/30/2023 (PRICE PER CLASS)	10/2/2023-9/30/2024 (PRICE PER CLASS)
Project Management – Practitioner	3 weeks with 2- 90 min live sessions plus homework each week; In-person, Online or Hybrid	Melissa Nemon	\$1,950.00 per Class	\$2,010.00 per Class	\$2,070.00 per Class
Team Skills: Participating On and Leading Effective Teams	2- 90 min live sessions plus online work; In-person, Online or Hybrid	Melissa Nemon	\$975.00 per Class	\$1,005.00 per Class	\$1,035.00 per Class
Strategic Basics	2- 90 min live sessions plus online work; In-person, Online or Hybrid	Melissa Nemon	\$975.00 per Class	\$1,005.00 per Class	\$1,035.00 per Class
Surveys, Focus Groups and Data Collection	1-day or 2- ½ days In-person, Online or Hybrid	Melissa Nemon	\$650.00 per Class	\$670.00 per Class	\$690.00 per Class

Organizational Development Services-Online or In-Person (Hourly Rate)				
Service Activity	Staff	Feb. 2022-Sept. 2022	Oct. 2022-Sept. 2023	Oct. 2023-Sept. 2024
E-Learning Course Development – Using Articulate 360 and/or Moodle LMS Support Services	Melissa Nemon	\$100.00 per hour	\$103.00 per hour	\$106.00 per hour
Instructional Design Support Services (using ADDIE) for new Online and/or In-Person Classes)	Melissa Nemon	\$100.00 per hour	\$103.00 per hour	\$106.00 per hour
Strategic Planning Facilitation/Coaching	Melissa Nemon	\$100.00 per hour	\$103.00 per hour	\$106.00 per hour
Meeting Facilitation	Melissa Nemon	\$100.00 per hour	\$103.00 per hour	\$106.00 per hour
Metric Consulting – Support for Development of Program and/or Department Metrics	Melissa Nemon	\$100.00 per hour	\$103.00 per hour	\$106.00 per hour
Org. Dev.- General (e.g., group dynamics/communication, team building)	Melissa Nemon	\$100.00 per hour	\$103.00 per hour	\$106.00 per hour
Project Management Coaching and Support Services	Melissa Nemon	\$100.00 per hour	\$103.00 per hour	\$106.00 per hour

3. INVOICE

Invoices shall be submitted to the NH Bureau of Education and Training (BET) after completion of work for the requesting entity. Invoices must include the following information:

- Date(s) of service
- Itemized list of services provided
- State Vendor identification number
- Name, address, contact person and contract e-mail and telephone number for the Vendor
- Name, address, contact person and contract e-mail and telephone number for the entity for whom the service was provided
- BET customer number for the entity to whom service was provided (if not direct for BET).

Each State of New Hampshire agency or other public entity securing training services through the NH BET will have a BET-specific customer account number. There may be instances where sub-sections of an agency have their own individual BET customer account number. Where training is provided to an individual agency or other entity, the Contractor shall obtain the applicable BET customer account number from the BET business administrator prior to invoicing the State for training services provided.

4. PAYMENT

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

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

EXHIBIT D

RFP #2502-22 is incorporated here within.

Contractor Initials MSA
Date 1/24/22

EXHIBIT E
APPENDIX – CLASSES

SOFTWARE TRAINING COURSES

All software courses can be online, face-to-face or hybrid. There is no syllabi or materials for these courses as they are practitioner-based and done in a computer lab or with participants on their home computers.

MS Excel 1 (1 day)

Beginner course focused on basics of Excel, functions of the toolbars, tips and tricks on managing workbooks.

Description: Microsoft Excel is powerful tool that can help organize, manage, analyze and present data in meaningful ways. This course is designed to give users a good introduction to the basic concepts of Excel. Using a computer lab setting, course participants will have the opportunity to work in Excel alongside the instructor to explore and practice gained knowledge and skills (as well as some handy tricks) to create and edit worksheets, use formatting features, learn to navigate Excel and its functionality, and learn to enter and convert data for use in functions and formulas.

MS Excel 2 (1 day)

Intermediate course focused on utilize formulas and functions.

Prerequisite: Excel 1 or equivalent knowledge

Description: Continuing from **MS Excel 1**, this course will help participants will expand their Excel knowledge. Using a computer lab setting, course participants will have the opportunity to work in Excel alongside the instructor to explore and practice gained knowledge and skills (as well as some handy tricks) to create formulas and functions; set up worksheets for collaboration; construct/deconstruct data for analysis; conduct preliminary data analysis; and learn to connect formulas for ease of data analysis.

MS Excel 3 (1 day)

Expert course focused on utilize formulas and functions, generating charts/graphs, and presenting summary information and data.

Prerequisite: Excel 1 or equivalent knowledge AND Excel 2 or equivalent knowledge

Description: Continuing from **MS Excel 2**, this course will help participants will expand their Excel knowledge. Using a computer lab setting, course participants will have the opportunity to work in Excel alongside the instructor to explore and practice gained knowledge and skills (as well as some handy tricks) to manage formulas and functions; create pivot tables; create charts and graphics; and develop dashboards for reporting and analysis.

MS Outlook (1/2 day)

Beginner course focused on basics of Outlook, functions of the toolbars, tips and tricks on managing calendars, schedules, and data.

Description: Microsoft Outlook is a personal information manager available as a part of the Microsoft Office suite. Primarily an email application, it also includes a calendar, task manager, contact manager, note taking, journal, and web browsing. This course is designed to give users a good introduction to the basic concepts of Outlook. Using a computer lab setting, course participants will have the opportunity to work in Outlook alongside the instructor to explore and practice gained knowledge and skills (as well as some handy tricks) to work with various email templates, set up signatures, manage contacts, understand the ribbon, customize your outlook experience, manage emails, organize the inbox, learn to set up and manage tasks, and utilize the calendar efficiently and effectively.

MS PowerPoint for Beginners (1/2 day)

Beginner course focused on basics of PowerPoint, functions of the toolbars, tips and tricks on charts, graphics, and visualization in PowerPoint.

Description: Microsoft PowerPoint is powerful presentation program that allows you to combine text, graphics, and multi-media content to create professional presentations. This course is designed to give users a good introduction to the basic concepts of PowerPoint. Using a computer lab setting, course participants will have the opportunity to work in PowerPoint alongside the instructor to explore and practice gained knowledge and skills (as well as some handy tricks) to work with various templates; walkthrough the ribbon functions; learn formatting; insert animations and transitions; add graphics and media; organize the presentation flow with sections breaks; and much more.

MS Word Bootcamp (1 day)

Beginner review and intermediate course focused on basics of Word, functions of the toolbars, mail merge, tables, templates, and tips and tricks with editing and working in Word.

Description: Microsoft Word is powerful tool that can help you create professional-quality documents, reports, letters and information in meaningful ways. This course is designed to give users a good introduction to the basic concepts of Word. Using a computer lab setting, course participants will have the opportunity to work in Word alongside the instructor to explore and practice gained knowledge and skills (as well as some handy tricks) to work with various fonts and templates; format text; work in really long documents; create diagrams and graphics; make interactive forms; work in multiple columns; create tables of contents; utilize track changes effectively; create mail merge documents; learn how to use certain templates; and more.

NON-SOFTWARE / PROFESSIONAL DEVELOPMENT COURSES

Developing a Balanced Scorecard (four ½-day sessions over two weeks)

This course develops the foundational knowledge, competencies and skills used by managers to systematically assess organizational performance (including outcomes, impacts, efficiency and effectiveness) through key performance measurement. Participant will learn background on strategic measures and build mission statements, strategy maps/logic models, and corresponding scorecards. Using a wide variety of tools, resources, and readings from federal, state-local and non-profit sectors, managers—and those aspiring to become managers – will learn the skills and techniques necessary to develop and improve program or project performance as well as using data for better decision-making, policy formation, and communicating performance results. This course is intended to be a practical, hands-on approach through activities, case studies and class exercises.

DAY 1 = Defining, Mapping and Layout Out the Balanced Scorecard

DAY 2 = Creating, Using and Sharing the Balanced Scorecard

Prerequisites: Participants are encouraged to bring project data that they are currently (or have recently) collected; alternatively, they can bring a working document for a project they will be working on in the future. If the participant does not have a project, we will develop one in class based on their current agency.

COURSE OBJECTIVES:

Upon completion of the course, participants should be able to:

- Understand what a balanced scorecard is and the benefits of improved strategic and performance management
- Identify the components of a balanced scorecard
- Identify and craft core performance metrics
- Develop a balanced scorecard
- Assess and conduct preliminary strategic analysis
- Understand program/project course correction
- Use charts and other tools to effectively communicate analytics to key stakeholders
- Awareness of common scorecard implementation mistakes

Developing Program Metrics & Dashboards (four ½-day sessions over two weeks)

Learn how to use metrics and dashboards to help you report and assess your programs and organizational activities. Learn to improve your ability to design, market, monitor, and evaluate your organization's programs using metric reporting and tracking measurable outcomes.

Description: Do you feel challenged to clearly and graphically convey what your programs are all about to your stakeholders, staff, and/or leadership? Can you demonstrate the connection between your actions, outcomes, and impact? This course breaks down metrics and dashboards to help you plan and report on program or department progress. You'll improve your ability to design, market, monitor, and evaluate your organization's programs using long-term, measurable outcomes. These versatile and essential tools will help you to identify needed resources, actions, achievable outcomes and overall impact. In this interactive course you will study the difference reporting and evaluation as practice establishing metrics and indicators for each. You will also learn the techniques to visualize and create dashboards that report key data for better decision making and transparency.

Diversity and Inclusion - Awareness to Action (one week; two 90-min live sessions)

Course not developed / determined yet.

Effective Problem Solving and Decision-Making Methods (one week; two 90-min live sessions)

Course not developed / determined yet.

Facilitation Skills (two ½-day sessions)

Course not developed / determined yet.

Leading and Managing Change (one week; two 90-min live sessions)

Course not developed / determined yet.

Leading with Strengths (one week; two 90-min live sessions)

Course not developed / determined yet.

Managing with Metrics (two ½-day sessions)

This course will prepare you with the necessary tools for using data analysis to inform your decision making. The methods taught in this course include both descriptive statistics and statistical inference, with extensive use of data visualization. Using some statistics, participants will explore how data / metrics can best be applied to decisions in core organizational areas including staffing, training, and workforce surveys. Identification of the appropriate data summaries and statistical techniques for analyzing a variety of organizational problems will be emphasized, as well as the potential pitfalls from of using inappropriate techniques, to make you a savvy consumer of data as a professional.

Course Objectives:

- Think critically about data and metrics for decision making
- Use Excel to organize, manipulate, and analyze data
- Use tools to visualize data and findings to facilitate communication
- Understand the logic underlying statistical significance
- Apply appropriate statistical analysis to data to answer questions with understanding of limitations
- Effectively interpret, communicate, and present results from statistical analysis into actionable recommendations

Motivating Employees (½-day session)

Learn how to apply motivational theories and techniques to workplace situations while also considering the impact on employee motivation.

Description: This course develops the foundational knowledge, competencies and skills for applying motivational theories and techniques to workplace situations. Throughout this course you will learn to understand how various leadership styles can motivate and demotivate employees. Learn the importance of recognizing achievement as well as how to promote problem solving as a way to motivate performance. Finally, learn tips on how to create and maintain your own highly motivated, personal attitude in the workplace. This course is intended to be a practical, hands-on approach through activities, case studies and class exercises.

Presentations: Effective Visuals and Verbal Communication (Introduction) (1.5 days in person or one-week online course - with two 90-min live TEAMS sessions)

Course not developed / determined yet.

Project Management - An Introduction Project Management - Practitioner

Currently, I offer this as a three-day course. This will shift in to two courses per the timing guidelines set forth in Attachment 1.

Learn foundational knowledge, competencies and skills for planning, activating, sustaining, and reporting projects and understanding issues that drive and/or impede successful project outcomes.

Description: This course develops the foundational knowledge, competencies and skills for planning, activating, sustaining, and reporting projects and understanding issues that drive and/or impede successful project outcomes. This course will focus on the project management life cycle, defining project parameters, effective project management tools and techniques, and the role of a project manager. Further, the course will include an emphasis on reporting and communicating project intent, benefits, stakeholder alignment, and public information as often experienced in government, municipal and nonprofit agencies. This course is intended to be a practical, hands-on approach through activities, case studies and class exercises.

Strategic Planning Basics (one week; two 90-min live sessions)

Organizations rely on leadership for success. As suggested in strategic management, the leader needs to bring all of his/her resources together to be successful. A significant part of an organization's success depends on the strategic plan that is developed and implemented for the organization. This course highlights the importance of leadership for realizing an organization's fullest potential. It also introduces strategic planning, a process by which all staff members can bring their shared vision of success into being.

Course objectives:

- Demonstrate understanding of strategic planning as a decision-making process
- Articulate the theory of organizational success that underlies strategic planning
- Demonstrate skill in conducting the forms of analysis that strategic planning requires
- Articulate how strategic planning can contribute to the success of the visionary leadership paradigm
- Construct an outline of various components necessary for a strategic planning document

Team Skills: Participating on and Leading Effective Teams (one week; two 90-min live sessions)

Teams are increasingly used in business, the public, and nonprofit sectors, as well as in government, to tackle more challenging issues that require a diverse set of skills. Strong teams require capable leadership, attention to process, innovative ideas, excellent communication, and an appreciation for different skills and work styles. While much is known about what makes some teams more successful than others, few people are trained in how to effectively create, build, and manage teams. This course focuses on learnings and best practices in team formation, working on a team, leading teams, and managing multiple teams. Throughout the course we use readings, discussion, cases, action learning exercises, and team projects as a platform to dissect common team issues, strategies, and tactics to overcome these challenges. We also cover special issues in working in virtual teams, team communications, working through team dynamics, and tips and traps in managing teams.

Course objectives:

- Identify the characteristics of an effective team and how to build teams.
- Compare and contrast the traits of effective team members and leaders.
- Illustrate the principles governing teamwork and team building and the special circumstances of high-performance teams and great groups.
- Apply the principles of team problem solving and team relationships.
- Determine how teamwork is fostered or constrained by the culture of the organization.

Surveys, Focus Groups and Data Collection (1 day live or online session)

Learn techniques and skills used to develop surveys, focus groups and other data collection methods. Learn how to manage data, analyze data, and utilize data for better decision making.

Description: In an environment where resources are stretched thin and there is more of a demand for accountability and transparency, the ability to collect meaningful and appropriate data that can be used to make better decisions or determine a program's benefits is crucial. While it is easy to learn the core concepts of surveys, focus groups and evaluation, rarely do we know how to conduct these efforts efficiently nor do we use this data to collectively tell "our story" in a meaningful and impactful way. This course develops the foundational knowledge, competencies and skills used to develop surveys, focus groups and other data collection methods. Through lecture and hands on learning, participants will be able to understand better ways to collect data through surveys, focus groups and other methods as well as discover ways to share that data for various communication purposes.

Certificate of Authority # 5

(Sole Proprietor)

Sole Proprietor Certification of Authority

I, Melissa Nemon, hereby certify that I am the Sole Proprietor
(Name)
of Nemon Consulting LLC which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution.

Melissa Nemon Jan 24, 2022

DATED: January 24, 2022

ATTEST:

Kirby E. Brown Notary
(Name & Title)

January, 24, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2021

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

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

PRODUCER State Farm Jamie Reynolds State Farm 88 Nashua Rd Unit B1 Londonderry, NH 03053	CONTACT NAME: Lori PHONE (A/C No. Ext.): 603-537-9999 E-MAIL ADDRESS: lori@jamieireynolds.com	FAX (A/C No.): 603-537-9990
	INSURER(S) AFFORDING COVERAGE	
INSURED Nemon Consulting LLC PO Box 1060 Londonderry, NH 03053	INSURER A: State Farm Fire and Casualty Company NAIC #: 25143	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC OTHER:			94-BA-G987-3	08/25/2021	08/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

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

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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 NEMON CONSULTING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 29, 2005. 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: 548046

Certificate Number: 0005564282



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of January A.D. 2022.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PURCHASE AND PROPERTY**

**REQUEST FOR INFORMATION RELATIVE TO THE PROCESS OF
EDUCATIONAL TRAINING
2025-428**

DUE DATE: July 25, 2024, at 10:30 AM (EST)

RESPONSE SUBMITTED BY (COMPANY NAME) Nemon Consulting LLC

AUTHORIZED SIGNER'S SIGNATURE Melissa Nemon

AUTHORIZED SIGNER'S TITLE Owner / Founder

PRINTED NAME Melissa Nemon

PREPARED BY: Carrie Martin
THE DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PURCHASE AND PROPERTY

I. GENERAL INFORMATION

A. PURPOSE

This Request for Information (RFI) is issued by the New Hampshire Department of Administrative Services, Bureau of Purchase and Property.

This Request for Information has been issued with the intent of gathering information relative to the process of establishing a contract for educational training for the State of New Hampshire.

The State's objective is to evaluate the educational training industry and fortify the State's current process and contracts. Items will include, but will not be limited to the commodities, service or equipment herein.

B. TIMELINE

The timeline below is provided as a general guideline and is subject to change. More exact dates will be added to the later processes as the project moves forward.

- o 7/10/2024 Issue of RFI
- o 7/15/2024 Last day for questions, clarifications, and/or requested changes to RFI
- o 7/25/2024 10:30 AM (EST) RFI Opening

C. BACKGROUND

The State of New Hampshire currently has seven statewide contracts in place to cover the purchase of onsite and remote educational training and is used by State agencies and other eligible entities located in the state.

D. OBJECTIVE

The State of New Hampshire has three objectives:

- To inquire if the current contractors will extend their contract for an additional year at the current contract terms and pricing.
- To gather information on current market and pricing structure for educational training that will be utilized by State agencies.
- Solicit information to assist the state in preparing a potential bid if needed.

The State is seeking feedback on the information in this RFI and will consider any information, including partial responses, received in response to this RFI. If the State moves forward in the development of an RFP/RFB. The bidding process will be open to all respondents regardless of their decision to participate in this RFI.

E. KNOWN CHALLENGES

- Evolving technology
- Price escalation
- Deliverability

F. LIABILITY

This solicitation for information does not commit the State to publish a Request for Proposal or award a contract. The State shall not be held liable for any costs incurred by the Vendor in the preparation of the response. The issuance of a Request for Proposal/Bid as a result of information gathered from responses is solely at the discretion of the State.

G. CONFIDENTIALITY

The State retains the right to promote transparency and to place this RFI into public domain and to make copy of the RFI available as a provision of New Hampshire access to public records laws. Please do not include any information in your RFI response that is confidential or proprietary, as the State assumes no responsibility for excluding information in response to records requests. Any request for information made by a third party will be examined in light of the exemptions provided in the New Hampshire access to public record laws.

H. PUBLIC DISCLOSURE OF PROPOSAL SUBMISSIONS:

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Respondent considers confidential shall be clearly designated in the following manner:

If the Respondent considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are “confidential.” Use of any other term or method, such as stating that a document or portion thereof is “proprietary”, “not for public use”, or “for client’s use only”, is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public’s right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Respondent that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Respondent of the date it plans to release the

materials. To halt the release of information by the State, a Respondent must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Respondent acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFI;
- The State is not obligated to comply with a Respondent's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Respondent.

II. RESPONSE INSTRUCTIONS

A. RESPONSE PACKAGE, DESTINATION AND DEADLINE

Interested parties may submit a response to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@das.nh.gov**. All responses must be clearly marked with the RFI number, date due and the Purchasing Agent's name. **Note: We cannot accept files larger than 7 MB.**

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR RESPONSE OR YOU WISH TO VERIFY THAT YOUR RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR RESPONSE.

B. INQUIRIES

All questions concerning this RFI must be submitted in writing to Carrie.L.Martin@DAS.NH.Gov by 4:30 PM local time on the date indicated in Section 1.2 TIMELINE. Answers will be posted on the Bureau of Purchase & Property website as an Addendum. **Phone calls will not be accepted.**

Please be sure your questions are clearly stated and include your name, company name and a phone number. (Only the questions will be published as addenda.)

C. RESPONSE CONTENT

Respondents are requested to furnish the following as part of their response:

- The business name, address, place of business, contact information, including representative name and alternate (if available), telephone number(s), and e-mail address(es).
- Summary of the respondent's business and its experience as it related to the services outlined in the RFI.
- Brief description of respondents proposed solutions, and how these would best meet the Department's objectives. The description should also identify known or potential concerns with, or barriers to, the solutions.

D. The response to this RFI should address the following:

1. Describe your pricing for educational training, is it different for remote vs. online. Is there a minimum and a maximum of class participants.

2. Describe any other market concerns affecting educational training.

What other information would you desire that the Department provide to assist you with your submittal of a proposal if an RFP were to be issued?

3. See attachment 1 Offer sheet.

III. CLOSING

The State of New Hampshire, Department of Administrative Services thanks you for your efforts in preparing a response. Although this Request for Information does not require the State to issue a Request for Bid/Proposal or to award contracts, the information gathered in this process will be helpful in determining whether to move forward with educational training and if so how we may best structure a contract to reach our goals.

A. VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding your response.

Melissa Nemon

603-425-2479

Contact Person

Telephone Number

melissa_nemon@yahoo.com

Nemon Consulting LLC

E-mail Address

Vendor Company Name

PO Box 1060, 7 Kelley Rd, Londonderry, NH 03053

Vendor Address

NON-SOFTWARE TRAINING (ONLINE FOR		
QTY	CLASS	Class Format
20	Business Etiquette	½ -day live online
18	Dealing With Troubled, Toxic or Negative People	½ -day live online
6	E-mail Etiquette	½ -day live online
4	Managing at a Distance	½ -day live online
44	Time Management	½ -day live online
34	Delivering Constructive Criticism	½ - day live on line, plus pre-work
NON-SOFTWARE TRAINING - Onsite, In-person		
QTY	CLASS	Class Format
4	Business Analysis	2 Days
4	Business Etiquette	Half Day
14	Communication Skills	1 week online with 2-90 min live Teams sessions
8	Conflict Resolution	1/2 Day Live Online Session (4 hours)
30	Customer Service	2 - 90 Min Live Teams Sessions
21	Dealing with Strong Emotions in the Workplace	1/2 Day Live Online Session (4 Hours)
5	Dealing With Troubled, Toxic or Negative People	1/2 Day Live Online Session (4 Hours)
16	Difficult Conversations	1/2 Day Live Online Session (4 hours)
39	Diversity and Inclusion - Awareness to Action	1 Week Online Course - With 2-90 Min Live TEAMS sessions
8	Effective Meetings	1/2 Day Live Online Session (4 hours)
7	Leading And Managing Change	1 Week Online Course - With 2 - 90 Min Live TEAMS Sessions
12	Managing Difficult Employees	1/2 Day Live Online Session (4 hours)
5	Motivating Employees	1/2 Day Live Online Session (4 hours)
8	Presentation: Effective Visuals and Verbal Communication (Introduction)	1.5 Days in person
19	Public Speaking I	1.5 Days In Person
10	Public Speaking II (Advanced)	1.5 Days In Person
4	Team Skills: Participating On and Leading Effective Teams	1 Week Online Course - With 2 - 90 Min Live TEAMS Sessions

15	Developing Program Metrics & Dashboards	4- ½ days over 2 weeks, In-person, Online or Hybrid
14	Leading and Managing Change	2- 90 min live sessions plus online work; In-person, Online or Hybrid
18	Managing with Metrics	1-day or 2- ½ days, In-person, Online or Hybrid
6	Project Management – An Introduction	2- 90 min live sessions plus online work; In-person, Online or Hybrid
34	Surveys, Focus Groups and Data Collection	1-day or 2- ½ days In-person, Online or Hybrid
SOFTWARE TRAINING CLASSES - In Person, O		
CLASS		Class Format
280	Excel I	1-day or 2-1/2 days In-person, Online or Hybrid
307	Excel II	1 Day or 2 - 1/2 Days In Person, online or Hybrid
165	Excel III	1 Day or 2 - 1/2 Days In Person, online or Hybrid
29	Outlook	½ day, In-person or Online
32	PowerPoint	½ day, In-person or online
59	Word Boot Camp	1-day or 2-1/2 days In-person, Online or Hybrid
65	Adobe Suite Training	1 Day, Hands- On Training
NON-SOFTWARE TRAINING - Onsite, In person		
CLASS		Class Format
40	Business Writing	1 Day

MAT	
COST PER GLASS	Extended Cost
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
COST PER GLASS	Extended Cost
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
\$1,035.00	\$40,365.00
	\$0.00
\$1,035	\$7,245.00
	\$0.00
\$345.00	\$1,725.00
\$1,035.00	\$8,280.00
	\$0.00
	\$0.00
\$1,035.00	\$4,140.00

\$1,380.00	\$20,700.00
\$1,035.00	\$14,490.00
\$690.00	\$12,420.00
\$1,035.00	\$6,210.00
\$690.00	\$23,460.00

Online or Hybrid

COST PER CLASS Extended Cost

\$690.00	\$193,200.00
\$690.00	\$211,830.00
\$690.00	\$113,850.00
\$345.00	\$10,005.00
\$345.00	\$11,040.00
\$690.00	\$40,710.00
	\$0.00

COST PER CLASS Extended Cost

	\$0.00
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STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

Date of Change: July 15, 2024

ADDENDUM # 01 TO RFI INVITATION 2025-428

DATE AND TIME OF BID CLOSING: 7/25/2023 10:30 AM
FOR: EDUCATIONAL TRAINING

Question 1: The attachment has almost exclusively remote formats. It that what the State of NH is seeking.
State Response: There are two (2) sections for Non-Software that states: On-site and In-Person.

Question 2: Would a strictly online platform be considered?
State Response: There are two (2) sections for online platform Non-Software and Software training that states: Online format or Hybrid.

Question 3: What is the anticipated contract value for this service?
State Response: There are currently 7 contracts and value would be based on number of participants per class.

Question 4: Is there a timeline for the release of the solicitation for the project?
State Response: See RFI 2025-428, Page 1; Due Date: July 25, 2024

Question 5: Can you confirm which contracts are the incumbent?
State Response: All contracts on the offer sheet are from the incumbent contractors.

PURCHASING AGENT: CARRIE MARTIN
Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: Nemon Consulting LLC

ADDRESS: PO Box 1060, 7 Kelley Rd, Londonderry, NH 03053

PRINT NAME: Melissa Nemon

SIGNATURE: Melisse Nemon

TEL. NO. 603-425-2479

EMAIL ADDRESS: melissa_nemon@yahoo.com

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.



**STATE OF NEW HAMPSHIRE
 DIVISION OF PROCUREMENT AND SUPPORT SERVICES
 BUREAU OF PURCHASE AND PROPERTY
 STATE HOUSE ANNEX
 25 CAPITOL STREET
 CONCORD, NEW HAMPSHIRE 03301-6398**

Date of Change: July 23, 2024

ADDENDUM # 02 TO RFI INVITATION 2025-428

DATE AND TIME OF BID CLOSING: 7/25/2023 10:30 AM

FOR: EDUCATIONAL TRAINING

Question 1: Are you looking for Online or onsite pricing?

State Response: Section 2 Non-SOFTWARE TRAINING ONSITE, IN PERSON, change to read: ONSITE, ONLINE or HYBRID Each class specifically states how the state would like the class to be conducted.

See attached OFFER SHEET 2

Question #2: Are you able to extend the due date?

State Response: date and time of bid closing 7/26/2024 10:30 AM

PURCHASING AGENT: CARRIE MARTIN

Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: Nemon Consulting LLC

ADDRESS: PO Box 1060, 7 Kelley Rd, Londonderry, NH 03053

PRINT NAME: Melissa Nemon

SIGNATURE: Melissa Nemon

TEL. NO. 603-425-2479

EMAIL ADDRESS: melissa_nemon@yahoo.com

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.