



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
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127 CAE

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 #8003036) with New Horizons Learning, LLC (VC#345551), New Braunfels, TX 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 \$400,000.00, 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 #8003036) was approved by the Commissioner of the Department of Administrative Services on February 7, 2022

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 (DOP), 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 industries ever-changing, it would be a dis-service 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 helped to determine 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.

In addition, the incumbent vendor has agreed to hold their current pricing despite the 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)) confirming wages have increased which would imply an increase in costs for educational training and development. These trends aligned with any pricing increases submitted by the contractor.

Upon approval, this requested contract amendment with the incumbent contractor New Horizons Learning, LLC (Contract #8003036) will allow continued training and development courses with no change to the current price limitation for an additional year, allow for deeper collaboration and partnership between the State and contractor to monitor market conditions, and leverage contract provisions to accept regular pricing decreases as they become available to the general trade, resulting in cost savings where available.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with New Horizons Learning, 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 and Professional Development	Agency	BET
RFI#	2025-428	RFI Closing	7/26/24 10:30 AM
Agent Name	Carrie Martin		

Item #	COM	Product Description	CLASS FORMAT	Current Contract Pricing		New Horizon				CCS Learning Academy	
				Unit Cost - Online	Extended Cost - Online	Unit Cost - Online	Extended Cost - Online	Unit Cost - Online	Extended Cost - Online	Unit Cost - Online	Extended Cost - Online
10	EA	Business Etiquette	1/2 -day live online	\$795.00	\$7,950.00	\$ 1,625.00	\$16,250.00	\$0.00	\$0.00	\$1,095.00	\$10,950.00
9	EA	Dealing With Troubled, Toxic or Negative People	1/2 -day live online	\$795.00	\$7,155.00	\$ 1,425.00	\$12,825.00	\$0.00	\$0.00	\$1,095.00	\$9,855.00
3	EA	E-mail Etiquette	1/2 -day live online	\$795.00	\$2,385.00	\$ 1,625.00	\$4,875.00	\$0.00	\$0.00	\$1,095.00	\$3,285.00
4	EA	Managing at a Distance	1/2 -day live online	\$795.00	\$3,180.00	\$ 1,625.00	\$6,500.00	\$0.00	\$0.00	\$1,095.00	\$4,380.00
24	EA	Time Management	1/2 -day live online	\$795.00	\$19,080.00	\$ 1,625.00	\$39,000.00	\$0.00	\$0.00	\$1,095.00	\$26,280.00
16	EA	Delivering Constructive Criticism	1/2 - day live on line, plus pre-work	\$795.00	\$12,720.00	\$ 1,625.00	\$26,000.00	\$0.00	\$0.00	\$1,095.00	\$17,520.00
4	EA	Business Analysis	2 Days	\$995.00	\$3,980.00	\$ 5,600.00	\$22,400.00	\$0.00	\$0.00	\$0.00	\$0.00
4	EA	Business Etiquette	Half Day	\$795.00	\$3,180.00	\$ 1,625.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00
14	EA	Communication Skills	1 week online with 2-90 min live Teams sessions	\$900.00	\$12,600.00	\$ 1,815.00	\$25,410.00	\$0.00	\$0.00	\$1,795.00	\$25,130.00
8	EA	Conflict Resolution	1/2 Day Live Online Session (4 hours)	\$1,200.00	\$9,600.00	\$ 1,625.00	\$13,000.00	\$0.00	\$0.00	\$1,095.00	\$8,760.00
30	EA	Customer Service	2 - 90 Min Live Teams Sessions	\$900.00	\$27,000.00	\$ 1,815.00	\$54,450.00	\$0.00	\$0.00	\$1,795.00	\$53,850.00
21	EA	Dealing with Strong Emotions in the Workplace	1/2 Day Live Online Session (4 Hours)	\$1,200.00	\$25,200.00	\$ 2,100.00	\$44,100.00	\$0.00	\$0.00	\$1,095.00	\$22,995.00
5	EA	Dealing With Troubled, Toxic or Negative People	1/2 Day Live Online Session (4 Hours)	\$1,200.00	\$6,000.00	\$ 1,425.00	\$7,125.00	\$0.00	\$0.00	\$1,095.00	\$5,475.00
16	EA	Difficult Conversations	1/2 Day Live Online Session (4 hours)	\$900.00	\$14,400.00	\$ 2,100.00	\$33,600.00	\$0.00	\$0.00	\$1,095.00	\$17,520.00
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	\$ 3,100.00	\$120,900.00	\$0.00	\$0.00	\$1,795.00	\$70,005.00
8	EA	Effective Meetings	1/2 Day Live Online Session (4 hours)	\$1,200.00	\$9,600.00	\$ 1,625.00	\$13,000.00	\$0.00	\$0.00	\$1,095.00	\$8,760.00
7	EA	Leading And Managing Change	1 Week Online Course - With 2 - 90 Min Live TEAMS Sessions	\$900.00	\$6,300.00	\$ 2,750.00	\$19,250.00	\$0.00	\$0.00	\$1,795.00	\$12,565.00
12	EA	Managing Difficult Employees	1/2 Day Live Online Session (4 hours)	\$1,200.00	\$14,400.00	\$ 1,425.00	\$17,100.00	\$0.00	\$0.00	\$1,095.00	\$13,140.00
5	EA	Motivating Employees	1/2 Day Live Online Session (4 hours)	\$1,200.00	\$6,000.00	\$ 1,425.00	\$7,125.00	\$0.00	\$0.00	\$1,095.00	\$5,475.00
8	EA	Presentation: Effective Visuals and Verbal Communication (Introduction)	1.5 Days in person	\$4,100.00	\$32,800.00	\$0.00	\$0.00	\$ 1,675.00	\$13,400.00	\$0.00	\$0.00
19	EA	Public Speaking I	1.5 Days In Person	\$4,100.00	\$77,900.00	\$0.00	\$0.00	\$ 4,900.00	\$93,100.00	\$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	\$ 4,900.00	\$49,000.00	\$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	\$ 2,750.00	\$11,000.00	\$0.00	\$0.00	\$1,795.00	\$7,180.00
15	EA	Developing Program Metrics & Dashboards	4- 1/2 days over 2 weeks, In-person, Online or Hybrid	\$1,380.00	\$20,700.00	\$ 2,900.00	\$43,500.00	\$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	\$ 3,100.00	\$43,400.00	\$0.00	\$0.00	\$1,795.00	\$25,130.00



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 Bids				CCS Learning Academy	
				Unit Cost Online	Extended Cost Online	Unit Cost Online	Estimated Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online
18	EA.	Managing with Metrics	1-day or 2- 1/2 days, In-person, Online or Hybrid	\$690.00	\$12,420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,995.00	\$35,910.00
6	EA.	Project Management - An Introduction	2- 90 min live sessions plus online work; In-person, Online or Hybrid	\$1,035.00	\$6,210.00	\$ 2,000.00	\$12,000.00	\$0.00	\$0.00	\$1,795.00	\$10,770.00
34	EA.	Surveys, Focus Groups and Data Collection	1-day or 2- 1/2 days In-person, Online or Hybrid	\$690.00	\$23,460.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
280	EA.	Excel I	1-day or 2-1/2 days In-person, Online or Hybrid	\$690.00	\$193,200.00	\$ 1,995.00	\$558,600.00	\$0.00	\$0.00	\$995.00	\$278,600.00
307	EA.	Excel II	1 Day or 2 - 1/2 Days In Person, online or Hybrid	\$690.00	\$211,830.00	\$ 1,995.00	\$612,465.00	\$0.00	\$0.00	\$995.00	\$305,465.00
165	EA.	Excel III	1 Day or 2 - 1/2 Days In Person, online or Hybrid	\$690.00	\$113,850.00	\$ 1,995.00	\$329,175.00	\$0.00	\$0.00	\$995.00	\$164,175.00
29	EA.	Outlook	1/2 day, In-person or Online	\$345.00	\$10,005.00	\$ 1,995.00	\$57,855.00	\$0.00	\$0.00	\$595.00	\$17,255.00
32	EA.	PowerPoint	1/2 day, In-person or online	\$345.00	\$11,040.00	\$ 1,995.00	\$63,840.00	\$0.00	\$0.00	\$595.00	\$19,040.00
59	EA.	Word Boot Camp	1-day or 2-1/2 days In-person, Online or Hybrid	\$690.00	\$40,710.00	\$ 1,995.00	\$117,705.00	\$0.00	\$0.00	\$995.00	\$58,705.00
65	EA.	Adobe Suite Training	1 Day, Hands- On Training	\$1,200.00	\$78,000.00	\$ 2,995.00	\$194,675.00	\$0.00	\$0.00	\$1,095.00	\$71,175.00
40	EA.	Business Writing	1 Day	\$1,815.00	\$72,600.00	\$ 1,815.00	\$72,600.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub Total					\$72,600.00		\$72,270.00				
Estimated annual spend				\$36,300.00	Expiring contract annual		\$36,300.00				
Estimated term spend				\$72,600.00	Expiring contract term		\$72,600.00				
Add allowance for balance of product line				\$7,260.00	Cost savings		\$0.00				
Estimated contract spend				\$79,860.00	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	\$79,860.00
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(3%)	
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 research these alternatives, to obtain lower pricing, without compromising service and quality standards for training.	



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFI Summary

FRONT RUNNER						Nezmen		Narxco Inc.						VINYSYS CORPORATION		EPOC Learning	
Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Hybrid	Extended Cost Hybrid	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online	Unit Cost Hybrid	Extended Cost Hybrid	Unit Cost Online	Extended Cost Online	Unit Cost Online	Extended Cost Online
\$1,300	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,350.00	\$13,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$5,990.00	\$350	\$3,500.00
\$1,300	\$11,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,295.00	\$11,655.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$5,391.00	\$350	\$3,150.00
\$1,300	\$3,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00	\$3,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$1,797.00	\$350	\$1,050.00
\$1,300	\$5,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$2,396.00	\$350	\$1,400.00
\$1,300	\$31,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,295.00	\$31,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$14,376.00	\$350	\$8,400.00
\$1,300	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,295.00	\$20,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$649.00	\$10,384.00	\$350	\$5,600.00
\$5,200	\$20,800.00	\$7,600	\$30,400.00	\$7,600	\$30,400.00	\$0.00	\$0.00	\$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
\$1,300	\$5,200.00	\$1,900	\$7,600.00	\$1,900	\$7,600.00	\$0.00	\$0.00	\$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
\$975	\$13,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,650.00	\$79,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.00	\$20,986.00	\$350	\$4,900.00
\$1,300	\$10,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$11,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$4,792.00	\$350	\$2,800.00
\$975	\$29,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,325.00	\$39,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$17,970.00	\$350	\$10,500.00
\$1,300	\$27,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,295.00	\$27,195.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$12,579.00	\$350	\$7,350.00
\$1,300	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,295.00	\$6,475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$2,995.00	\$350	\$1,750.00
\$1,300	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,295.00	\$20,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$9,584.00	\$350	\$5,600.00
\$975	\$38,025.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,035.00	\$40,365.00	\$6,950.00	\$271,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.00	\$58,461.00	\$350	\$13,650.00
\$1,300	\$10,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$4,792.00	\$350	\$2,800.00
\$975	\$6,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,035.00	\$7,245.00	\$6,950.00	\$48,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.00	\$10,493.00	\$350	\$2,450.00
\$1,300	\$15,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$17,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$599.00	\$7,188.00	\$350	\$4,200.00
\$1,300	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$345.00	\$1,725.00	\$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	\$5,700.00	\$45,600.00	\$0.00	\$0.00	\$1,035.00	\$8,280.00	\$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	\$5,700.00	\$108,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$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	\$5,700.00	\$57,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,295.00	\$52,950.00	\$0.00	\$0.00	\$3,499.00	\$34,990.00	\$650	\$6,500.00
\$975.00	\$3,900.00	\$1,425.00	\$5,700.00	\$1,425.00	\$5,700.00	\$1,035.00	\$4,140.00	\$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	\$0.00	\$0.00	\$0.00	\$0.00	\$1,380.00	\$20,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$29,985.00	\$350	\$5,250.00
\$975.00	\$13,650.00	\$1,425.00	\$19,950.00	\$1,425.00	\$19,950.00	\$1,035.00	\$14,490.00	\$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

FRONT RUNNER						NATICE, INC.										EVINYS 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
Online	Online	Online	Online	Hybrid	Hybrid	Online	Online	Online	Online	Hybrid	Hybrid	Online	Online	Online	Online	Online	Online	Online	Online
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$690.00	\$12,420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.00	\$26,982.00	\$350	\$6,300.00
\$975.00	\$5,850.00	\$1,425.00	\$8,550.00	\$1,425.00	\$8,550.00	\$1,035.00	\$6,210.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,499.00	\$8,994.00	\$350	\$2,100.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$690.00	\$23,460.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$67,966.00	\$350	\$11,900.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$690.00	\$193,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$559,720.00	\$295	\$82,600.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$690.00	\$211,830.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$613,693.00	\$295	\$90,565.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$690.00	\$113,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$329,835.00	\$295	\$48,675.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$345.00	\$10,005.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$57,971.00	\$295	\$8,555.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$345.00	\$11,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$63,968.00	\$295	\$9,440.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$690.00	\$40,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$117,941.00	\$295	\$17,405.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$129,935.00	525	\$34,125.00
\$2,600.00	\$104,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,999.00	\$79,960.00	425	\$17,000.00



**FIRST AMENDMENT TO THE CONTRACT BETWEEN
NEW HORIZONS LEARNING, LLC
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR TRAINING AND PROFESSIONAL DEVELOPMENT
CONTRACT # 8003036**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 23rd day of August 2024 is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and New Horizons Learning, 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.

NEW HORIZONS LEARNING, LLC

By: Gregory S Pierce

Gregory S. Pierce
(Print Name)

Title: VP of Legal & General Counsel

Date: 8/23/2024

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 9-10-24

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: _____



Assignment and Assumption Agreement
Contract # 8003036
UNITED TRAINING COMMERCIAL LLC, DBA NEW HORIZONS

This Assignment and Assumption Agreement ("Assignment") is made as of this 14th day of August, 2024 (the "Effective Date"), by and among NEW HORIZONS LEARNING, LLC ("Assignee") and UNITED TRAINING ("Assignor").

RECITALS

WHEREAS, the State of New Hampshire and the Assignor entered into an agreement (the "Agreement") for SERVICE on September 11, 2020, with Agreement set to expire July 31, 2025; and

WHEREAS, as of the Effective Date, Assignor desires to transfer all of its interest in and to the Agreement to Assignee and Assignee desires to assume all obligations of Assignor under the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Assignment of Agreement

1. As of the Effective Date, all obligations, rights and privileges of Assignor under and by virtue of the Agreement other than obligations or liabilities arising out of any breach or default by Assignor (or any of Assignor's actions or omissions which, with notice or lapse of time or both, would constitute a breach or default thereunder) which occurred prior to the effective date are hereby unconditionally assumed by Assignee.
2. As of the Effective Date, all references to Assignor as used in the Agreement shall refer to Assignee.
3. The State hereby consents to the assignment of the rights and obligations of Assignor under the Agreement to Assignee.
4. Except as modified by this assignment, the Agreement shall remain in force and effect in accordance with its terms.

NEW HORIZONS LEARNING, LLC

By: Gregory S Pierce

Gregory S. Pierce
(Print Name)

Title: VP of Legal & General Counsel

Date: August 14, 2024

UNITED TRAINING COMMERCIAL, LLC

By: Gregory S Pierce

Gregory S. Pierce
(Print Name)

Title: VP of Legal & General Counsel

Date: August 14, 2024

STATE OF NEW HAMPSHIRE

The State is willing to consent to the assignment of all rights, obligations and liabilities of Assignor under the Agreement to Assignee as of the Effective Date.

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

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 NEW HORIZONS LEARNING, LLC is a United States Limited Liability Company registered to transact business in New Hampshire on February 04, 2021. 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: 862129

Certificate Number: 0006749076



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of August A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

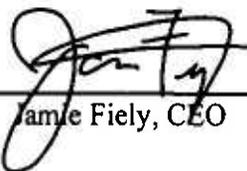
I, **Jamie Fiely**, hereby certify that I am a duly elected Officer of New Horizons Learning, LLC, formerly known as United Training Commercial LLC. I hereby certify the following is a true copy of a vote taken at a meeting of the Members, duly called and held on August 7, 2024, at which a quorum of the Members was present and voting.

VOTED: That Gregory S. Pierce, VP Legal & General Counsel, is duly authorized to enter into contracts or agreements on behalf of United Training Commercial LLC with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid until revoked**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: August 7, 2024

ATTEST:



Jamie Fiely, CEO



CERTIFICATE OF LIABILITY INSURANCE

10/10/2024 DATE (MM/DD/YYYY)
7/26/2024

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED 1530037 EDUCATE 360, LLC 1241 CUMBERLAND AVE, SUITE A WEST LAFAYETTE IN 47906	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Atlantic Specialty Insurance Company</td> <td>27154</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : Hamilton Insurance Designated Activity Company</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Atlantic Specialty Insurance Company	27154	INSURER B : ACE American Insurance Company	22667	INSURER C : Hamilton Insurance Designated Activity Company		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 19828543 **REVISION NUMBER:** XXXXXXXX

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	INSD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N			711-01-83-24-0000	10/10/2023	10/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N			711-01-83-24-0000	10/10/2023	10/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N			711-01-83-24-0000	10/10/2023	10/10/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	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			406-04-95-12-0000	10/10/2023	10/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	PROFESSIONAL LIABILITY CYBER	N	N			D9821625A 003 768788464	7/29/2024 3/30/2024	7/29/2025 3/30/2025	SINGLE LIMIT AGG: \$3M POLICY LIMIT AGG: \$3M AGG: \$3M RET: \$25K

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

CERTIFICATE HOLDER 19828543 STATE OF NEW HAMPSHIRE ADMINISTRATIVE SERVICES 25 CAPITOL STREET CONCORD NH 03301	CANCELLATION See Attachment 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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ADDITIONAL NAMED INSUREDS
OTHER NAMED INSUREDS
PROJECT MANAGEMENT ACADEMY UNITED TRAINING COUNCIL FOR SIX SIGMA CERTIFICATION, LLC CENTER FOR CORPORATE ADVANCEMENT GROUP, LLC DBA SIX SIGMA ONLINE PIERIAN DATA, LLC VELOPI LIMITED DBA WATERMARK LEARNING NEW HORIZONS LEARNING, LLC F.K.A. UNITED TRAINING COMMERCIAL, LLC DBA NEW HORIZONS

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

DATE: February 4, 2022.

CONTRACT FOR: Training and Professional Development Services

CONTRACT #: 8003036

COMMODITY/NIGP CODE: 918 3800

CONTRACTOR: United Training Commercial, L.L.C. VENDOR CODE #: 345551

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: 2022.02.04 16:10:00 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Paul.A.Rhodes@das.nh.gov,
c=US
Date: 2022.02.07 15:19:58 -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: 2022.02.08 11:29:20 -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 21-1:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2-9-22

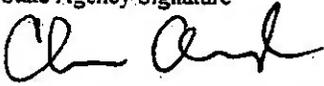
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 United Training Commercial, LLC DBA United Training		1.4 Contractor Address 707 Landá Street New Braunfels, TX 78130	
1.5 Contractor Phone Number 1-800-3135	1.6 Account Number Various	1.7 Completion Date September 30, 2024	1.8 Price Limitation \$400,000.00
1.9 Contracting Officer for State Agency Wayne Goulet		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature Gregory S. Pierce <small>Digitally signed by Gregory S. Pierce DN: cn=Gregory S. Pierce, o=USA, email=gregory.pierce@unitedtraining.com, c=US Date: 2022.01.24 09:02:37 -0500</small>		1.12 Name and Title of Contractor Signatory Gregory S. Pierce VP of Legal & General Counsel	
1.13 State Agency Signature  Date: 2/9/22		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: _____			

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

United Training Commercial, LLC. DBA United Training (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 thereafter 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.
- Government Accounting Program: Program shall include the following topics: purchasing basics, receivables, payables, accounting principles, grant administration, budget development, excel for financial records, internal controls and risk management, and communication. Contractor shall supply a complete program of study.

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.
- Leadership Coaching Services: Upon request of the State and under the direction of BET staff, the Contractor would provide coaching to one or more public leaders to help them improve their leadership skills and/or develop a plan to implement a strategic plan or change.
- 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.

- Lean Project Consulting Support: Upon request of the State, support definition of and conduct Lean/Kaizen event(s), provide project coordination, advise on tools and approaches to apply, coach Lean facilitators, and/or work with a client to set up a Lean Management System.

Staff Requirements:

All staff serving as instructors or staff 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://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeas45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeas45jpya5i45))/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 \$400,000.00; 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

NON-SOFTWARE TRAINING- ONSITE, IN-PERSON					
CLASS	CLASS FORMAT	INSTRUCTORS	2/01/2022 – 9/30/2022 (PRICE PER CLASS)	10/1/2022- 9/30/2023 (PRICE PER CLASS)	10/1/2023- 9/30/2024 (PRICE PER CLASS)
Business Analysis	2 Days	Peter O'Donnell	\$5,600.00	\$5,600.00	\$5,600.00
Business Etiquette	Half Day	Valerie Taylor	\$1,500.00	\$1,500.00	\$1,625.00
Business Writing	1 Day	Monika Clarke	\$1,715.00	\$1,725.00	\$1,815.00
Coaching: How Leaders Develop the Next Leader	2 Days	Thomas Brooks	\$5,600.00	\$5,600.00	\$5,600.00
Communication Skills	1 Day	Valerie Taylor	\$1,715.00	\$1,715.00	\$1,815.00
Conflict Resolution	Half Day	Valerie Taylor	\$1,500.00	\$1,500.00	\$1,625.00
Customer Service	1 Day	Monika Clark	\$1,715.00	\$1,715.00	\$1,815.00
Dealing with Strong Emotions in the Work Place	Half Day	Thomas Brooks	\$2,000.00	\$2,000.00	\$2,100.00
Developing a Balanced Scorecard	2 Days	Monika Clark	\$3,000.00	\$3,000.00	\$3,000.000
Developing a Communication Strategy	1 Day	Monika Clark	\$1,715.00	\$1,715.00	\$1,815.00
Difficult Conversations	1 Day	Thomas Brooks	\$2,000.00	\$2,000.00	\$2,100.00
Diversity and Inclusion-Awareness to Action	1 Day	Thomas Brooks	\$3,200.00	\$3,000.00	\$3,100.00
Effective Meetings	Half Day	Monika Clark	\$1,500.00	\$1,500.00	\$1,625.00
Effective Problem Solving and Decision-Making Methods	1 Day	Monika Clark	\$1,715.00	\$1,715.00	\$1,815.00
E-mail Etiquette	Half Day	Monika Clark	\$1,500.00	\$1,500.00	\$1,625.00
Employee Performance Evaluation	Half Day	Valerie Taylor	\$1,500.00	\$1,500.00	\$1,625.00
Facilitation Skills	1 Day	Thomas Brooks	\$3,200.00	\$3,000.00	\$3,100.00
Interviewing and Selecting the Right Person for Your Team	1 Day	Thomas Brooks	\$3,200.00	\$3,000.00	\$3,100.0
Leading and Managing Change	1 Day	Thomas Brooks	\$3,200.00	\$3,000.00	\$3,100.00

NON-SOFTWARE TRAINING- ONSITE, IN-PERSON					
CLASS	CLASS FORMAT	INSTRUCTORS	2/01/2022 - 9/30/2022 (PRICE PER CLASS)	10/1/2022- 9/30/2023 (PRICE PER CLASS)	10/1/2023- 9/30/2024 (PRICE PER CLASS)
Leading with Strengths	1 Day	Thomas Brooks	\$3,200.00	\$3,000.00	\$3,100.00
Managing at a Distance	Half Day	Monika Clark	\$1,500.0	\$1,500.00	\$1,625.00
Managing Difficult Employees	Half Day	Monika Clark	\$1,500.00	\$1,500.00	\$1,500.00
Motivating Employees	Half Day	Valerie Taylor	\$1,500.00	\$1,500.00	\$1,625.00
Presentations: Effective Visuals and Verbal Communication (Introduction)	1 Day	Valerie Taylor	\$1,715.00	\$1,715.00	\$1,815.00
Proactive Leadership	Half Day	Thomas Brooks	\$2,000.00	\$2,000.00	\$2,100.00
Project Management - Agile for IT Projects	1 Day	Michael Peasley	\$2,300.00	\$2,300.00	\$2,400.00
Project Management - An Introduction	1 Day	Michael Peasley	\$1,900.00	\$1,900.00	\$2,000.00
Project Management - Practitioner	2 Days	Michael Peasley	\$3,900.00	\$3,900.00	\$4,000.00
Public Speaking II (Advanced)	2 Days	Thomas Brooks	\$5,600.00	\$5,600.00	\$5,700.00
Strategic Planning Basics	1 Day	Monika Clarke	\$1,715.00	\$1,715.00	\$1,815.00
Team Skills: Participating On and Leading Effective Teams	1 Day	Thomas Brooks	\$3,200.00	\$3,200.00	\$3,300.00
Time Management	Half Day	Monika Clark	\$1,500.00	\$1,500.00	\$1,625.00
Trainer Certification: Program of Study to Develop Communication, Presentation and Facilitation Skills Required for Success as a Trainer	1 Day	Monika Clark	\$1,715.00	\$1,715.00	\$1,815.00

NON-SOFTWARE TRAINING- ONLINE					
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)
Business Analysis	2 Days	Pete O'donnell	\$4,800.00	\$4,800.00	\$4,900.00
Business Etiquette	½ Day	Valerie Taylor	\$1,325.00	\$1,325.00	\$1,425.00
Business Writing	1 week with 2-90 min live online sessions	Monika Clarke	\$1,575.00	\$1,575.00	\$1,675.00
Coaching: How Leaders Develop the Next Leader	2 Days	Thomas Brooks	\$4,800.00	\$4,800.00	\$4,900.00

NON-SOFTWARE TRAINING- ONLINE					
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)
Communication Skills	1 week with 2-90 min live online sessions	Valerie Taylor	\$1,575.00	\$1,575.00	\$1,675.00
Conflict Resolution	½ Day	Valerie Taylor	\$1,325.00	\$1,325.00	\$1,425.00
Customer Service	1 week with 2-90 min live online sessions	Monika Clark	\$1,575.00	\$1,575.00	\$1,675.00
Dealing with Strong Emotions in the Workplace	½ Day	Thomas Brooks	\$1,715.00	\$1,715.00	\$1,815.00
Dealing with Troubled, Toxic, or Negative People	½ Day	Monika Clark	\$1,325.00	\$1,325.00	\$1,425.00
Developing a Balanced Scorecard	4 ½-day online sessions over 2 weeks	Monika Clark	\$2,900.00	\$2,900.00	\$2,900.00
Developing a Communication Strategy	1 week with 2-90 min live online sessions	Monika Clark	\$1,575.00	\$1,575.00	\$1,675.00
Difficult Conversations	½ Day	Thomas Brooks	\$1,715.00	\$1,715.00	\$1,815.00
Diversity and Inclusion-Awareness to Action	1 week with 2-90 min live online sessions	Thomas Brooks	\$2,650.00	\$2,650.00	\$2,750.00
Effective Meetings	½ Day	Monika Clark	\$1,325.00	\$1,325.00	\$1,425.00
Effective Problem Solving and Decision-Making Methods	1 week with 2-90 min live online sessions	Monika Clark	\$1,575.00	\$1,575.00	\$1,675.00
E-mail Etiquette	½ Day	Monika Clark	\$1,325.00	\$1,325.00	\$1,425.00
Employee Performance Evaluation	½ Day	Valerie Taylor	\$1,325.00	\$1,325.00	\$1,325.00
Facilitation Skills	Two ½ Day	Thomas Brooks	\$2,650.00	\$2,650.00	\$2,750.00
Interviewing and Selecting the Right Person for Your Team	Two ½ Day	Thomas Brooks	\$2,500.00	\$2,650.0	\$2,750.00
Leading and Managing Change	1 week with 2-90 min live online sessions	Thomas Brooks	\$2,650.00	\$2,650.00	\$2,750.00
Leading with Strengths	1 week with 2-90 min live online sessions	Thomas Brooks	\$2,650.00	\$2,650.00	\$2,750.00
Managing at a Distance	½ Day	Monika Clark	\$1,325.00	\$1,325.00	\$1,425.00

NON-SOFTWARE TRAINING- ONLINE					
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)
Managing Difficult Employees	½ Day	Monika Clark	\$1,325.00	\$1,325.00	\$1,425.00
Motivating Employees	½ Day	Valerie Taylor	\$1,325.00	\$1,325.00	\$1,425.00
Presentations: Effective Visuals and Verbal Communication (Introduction)		Valerie Taylor	\$1,575.00	\$1,575.00	\$1,675.00
Proactive Leadership	½ Day	Thomas Brooks	\$1,715.00	\$1,715.00	\$1,815.00
Project Management – Agile for IT Projects	2-90 min live online sessions plus 3-4 hrs homework per week for 3 wks	Michael Peasley	\$1,900.00	\$1,900.00	\$2,000.00
Project Management – An Introduction	1 week with 2-90 min live online sessions	Michael Peasley	\$1,715.00	\$1,715.00	\$1,815.00
Project Management – Practitioner		Michael Peasley	\$3,400.00	\$3,400.00	\$3,500.00
Public Speaking II (Advanced)		Thomas Brooks	\$4,800.00	\$4,800.00	\$4,900.00
Strategic Planning Basics	1 week with 2-90 min live online sessions	Monika Clarke	\$1,575.00	\$1,575.00	\$1,675.00
Team Skills: Participating On and Leading Effective Teams	1 week with 2-90 min live online sessions	Thomas Brooks	\$2,650.00	\$2,650.00	\$2,750.00
Time Management	½ Day	Monika Clarke	\$1,325.00	\$1,325.00	\$1,425.00
Trainer Certification: Program of Study to Develop Communication, Presentation and Facilitation Skills Required for Success as a Trainer	1 Day	Monika Clarke	\$2,650.00	\$2,650.00	\$2,750.00

ORGANIZATIONAL DEVELOPMENT SERVICE (ON SITE IN-PERSON)	STAFF	2/01/2022 - 9/30/2022 (PRICE PER HOUR)	10/1/2022 - 9/30/2023 (PRICE PER HOUR)	10/1/2023 - 9/30/2024 (PRICE PER HOUR)
E-Learning Course Development – Using Articulate 360 and/or Moodle LMS Support Services	Joy Mishkin	\$175.00	\$175.00	\$175.00
Instructional Design Support Services (using ADDIE) for new Online and/or in-Person Classes	Joy Mishkin	\$175.00	\$175.00	\$175.00
Leadership Coaching	Jeremy Gray – Noble Consulting, LLC	\$225.00	\$225.00	\$225.00
Strategic Planning Facilitation/Coaching	Jeremy Gray – Noble Consulting, LLC	\$225.00	\$225.00	\$225.00
Meeting Facilitation	Thomas Brooks – Brick 42, LLC	\$225.00	\$225.00	\$225.00
Metrics Consulting-Support for Development of Program and/or Department Metrics	Jeremy Gray – Noble Consulting, LLC	\$225.00	\$225.00	\$225.00
Org. Dev.- General (e.g. group dynamics/ communication, team building)	Jeremy Gray – Noble Consulting, LLC	\$225.00	\$225.00	\$225.00
Project Management Coaching and Support Services	Mike Peasley Or Rob Myers	\$175.00	\$175.00	\$175.00
Lean Event and Training Consulting/ Coaching Services	Peter O'Donnell, CKLN Partners Inc.	\$225.00	\$225.00	\$225.00

ORGANIZATIONAL DEVELOPMENT SERVICE (ONLINE)	STAFF	2/01/2022 - 9/30/2022 (PRICE PER HOUR)	10/1/2022 - 9/30/2023 (PRICE PER HOUR)	10/1/2023- 9/30/2024 (PRICE PER HOUR)
E-Learning Course Development – Using Articulate 360 and/or Moodle LMS Support Services	Joy Mishkin	\$125.00	\$125.00	\$125.00
Instructional Design Support Services (using ADDIE) for new Online and/or in-Person Classes	Joy Mishkin	\$125.00	\$125.00	\$125.00
Leadership Coaching	Jeremy Gray-Noble Consulting, LLC	\$175.00	\$175.00	\$175.00

ORGANIZATIONAL DEVELOPMENT SERVICE (ONLINE)	STAFF	2/01/2022 - 9/30/2022 (PRICE PER HOUR)	10/1/2022 - 9/30/2023 (PRICE PER HOUR)	10/1/2023-9/30/2024 (PRICE PER HOUR)
Strategic Planning Facilitation/ Coaching	Jeremy Gray-Noble Consulting, LLC	\$175.00	\$175.00	\$175.00
Meeting Facilitation	Thomas Brooks, Brick 42, LLC.	\$175.00	\$175.00	\$175.00
Metrics Consulting- Support for Development of Program and/or Department Metrics	Jeremy Gray-Noble Consulting, LLC	\$175.00	\$175.00	\$175.00
Org. Dev.- General (e.g. group dynamics/communication, team building)	Jeremy Gray-Noble Consulting, LLC	\$175.00	\$175.00	\$175.00
Project Management Coaching and Support Services	Mike Peasley Or Rob Myers	\$125.00	\$125.00	\$125.00
Lean Event and Training Consulting/ Coaching Services	Peter O'DONNELL - CKLN Partners Inc.	\$175.00	\$175.00	\$175.00

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 or P-Card. 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.

**EXHIBIT E
APPENDIX – CLASSES**

Dealing with Difficult People - Conflict Resolution Course Outline

Success comes from understanding how we behave, as well as how we can influence others. If we approach difficulties as needing to take place in one or a series of conversations, and we approach those conversations with a plan, we will find that we have less difficult people to deal with. More often than not, we will also have more meaningful and significant conversations. In this one-day workshop, you will teach participants how to turn difficult situations into opportunities for growth.

During this one-day workshop, you will teach participants how to:

- Recognize how their own attitudes and actions impact others.
- Use new and effective techniques for dealing with difficult people.
- Use techniques for managing and dealing with anger.
- Develop coping strategies for dealing with difficult people and difficult situations.

Course Overview

You will spend the first part of the day getting to know participants and discussing what will take place during the workshop. Students will also have an opportunity to identify their personal learning objectives.

Conflict as Communication

This lecture will help participants define conflict. Participants will also explore how conflict is a very normal part of healthy relationships. To wrap up the session, they will complete a self-assessment to help them analyze how they currently handle conflict and how they might be able to improve.

Benefits of Confrontation

This session will give participants a framework for deciding whether or not to become involved in a situation. Participants will also identify some benefits that may arise if they do decide to get involved.

Preventing Problems

There are several key ways that we can prevent problems from occurring. These methods will be examined in a lecture and in small group work.

Getting Focused

If, as leaders, we are content to only deal with the surface issues, and we are afraid to dig and get at the deeper issues, we will not create a better workplace. This session will give participants some ways to get to the heart of a problem.

Managing Anger

Too many people are angry! This session will give participants some guidelines for managing their anger, dealing with angry people, and using assertive anger.

Dealing with Problems

In this session, participants will work in small groups to explore eight ways of dealing with problems.

The Three-Step Conflict Resolution Model

During this session, we will look at a three-step process that can help participants resolve conflict. Participants will also have an opportunity to apply the model to a difficult situation.

Practice Makes Pretty Good

In this session, participants will role play a difficult situation using the scenario from their preassignment.

Changing Yourself

Earlier we discussed how our attitudes and actions impact others. In this session, we will take a deeper look at how negative attitudes can cause negative interactions, and what we can do to turn those attitudes around.

Why Don't People Do What They Are Supposed To?

There are a million possible answers to this question, but we will discuss the ten most common reasons.

De-Stress Options to Use When Things Get Ugly

To wrap up the workshop, we will share six de-stressing techniques that participants can use when things get difficult.

Workshop Wrap-Up

At the end of the day, students will have an opportunity to ask questions and fill out an action plan.

Balanced Scorecard Course Outline

Over the past several decades, organizations have come to realize that success can be measured in other ways besides in dollars and cents. Intangible assets (such as a company's reputation, the knowledge base created by their employees, and training initiatives) can make up a huge portion of a company's wealth.

It only makes sense, then, that we need a tool to help us measure this expanded definition of success. Enter the balanced scorecard! This tool and its related components will help your organization identify, document, plan, and execute a balanced strategic mission. It will also help your organization evaluate and revise its strategic execution.

This one-day workshop will introduce participants to the basics of the balanced scorecard and help them determine if this powerful tool is a good fit for their organization.

Course Overview

You will spend the first part of the day getting to know participants and discussing what will take place during the workshop. Students will also have an opportunity to identify their personal learning objectives.

Understanding the Balanced Scorecard

To start the day, participants will learn what the balanced scorecard is and where it originated. Participants will also explore what economic changes caused the balanced scorecard to evolve. **Creating a Vision Statement**

In this session, participants will learn how to craft a vision statement for the balanced scorecard project.

Understanding Organizational Mission, Vision, and Values

This session will look at what a mission statement, vision statement, and value identification list look like, and how they each fit into the balanced scorecard process. To apply learning points, participants will evaluate the statements of some well-known companies.

Plans and Processes to Build

In this session, participants will look at important processes that need to accompany the Balanced Scorecard, including project plans, communication plans, and training plans.

Overview of the Balanced Scorecard Process

This session will begin with a flowchart outlining each step of the balanced scorecard process. Participants will also review a sample strategy map, tactical action plan, and scorecard.

Creating a Smooth Path for Implementation

Next, participants will also brainstorm solutions to the top 10 issues that may cause the balanced scorecard to fail.

Balanced Scorecard Application

In this session, participants will discuss if the balanced scorecard is a good tool for their organization.

Workshop Wrap-Up

At the end of the course, students will have an opportunity to ask questions and fill out an action plan.

Difficult Conversations Outline

We have so many interactions in the run of a day, it's reasonable to expect that some of them are going to be difficult. Whether these are conversations that you have in person, or you manage a virtual team and need to speak with someone in another city, there are things that you can do to make these conversations go smoothly. This one-day workshop will give you the tools to manage difficult conversations and get the best results possible out of them.

This workshop will help you teach participants how to:

- Define frame of reference
- Establish a positive intent and a desired outcome
- Use good communication skills during a conversation
- Draft a script for a difficult conversation
- Use specific steps to carry out a difficult conversation
- Access additional resources as required
- Maintain safety in a conversation

Course Overview

You will spend the first part of the day getting to know participants and discussing what will take place during the workshop. Students will also have an opportunity to identify their personal learning objectives.

Choosing to Have the Conversation

Your first step in managing a difficult conversation (even if it happens suddenly) is to consider the potential outcomes and decide whether or not the conversation has enough value for you. This session will show participants ways to consider the consequences, as well as how to explore their frame of reference, establish positive intent, and identify what they want from the conversation.

Toolkit for Successful Conversations

Good communication skills are crucial for a successful conversation. This session will give participants tools for managing their body language, speaking persuasively, active listening, asking questions, and using probing techniques.

Choosing the Time and Place

This session will give participants tips on choosing a good meeting place and time for a difficult conversation (if they have that option).

Framework for Difficult Conversations

Next, participants will explore a seven-step framework for difficult conversations. They will also create a template to help them plan future conversations.

Staying Safe

In this session, participants will learn how to handle conversations which might be a threat to their safety.

Testing the Waters

To wrap up the course, participants will role play a difficult conversation that they have recently encountered.

Workshop Wrap-Up

At the end of the day, students will have an opportunity to ask questions and fill out an action plan.

Effective Meetings Outline

Meetings come in all shapes and sizes, from the convention to a quick huddle in an office hallway. This one-day workshop will be concerned with small working meetings; with groups that have a job to do requiring the energy, commitment, and talents of those who participate.

Members of such a group want to get some kind of result out of their time together: solving problems, brainstorming, or simply sharing information. At its best, such a group knows what it is about, and knows and utilizes the strengths of individual members.

This one-day workshop will help you teach participants how to:

- Understand the value of meetings as a management tool
- Recognize the critical planning step that makes meeting time more effective
- Identify process tools that can help create an open and safe forum for discussion
- Develop and practice techniques for handling counterproductive behaviors

Course Overview

You will spend the first part of the day getting to know participants and discussing what will take place during the workshop. Students will also have an opportunity to identify their personal learning objectives.

The Basics for Effective Meetings

To begin, participants will explore the key characteristics of successful meetings. Participants will also discuss types of meetings and alternatives to holding a meeting.

The Best and Worst of Meetings

Participants will work in small groups to identify the characteristics of effective meetings and ineffective meetings.

Holding Productive Meetings

During this session, participants will explore the keys to productive meetings through large group discussion and a case study.

Preparing for Meetings

Participants will be given planning guidelines, including tips on determining the time and attendees.

Agendas

This session will educate participants about the importance of agendas. Participants will also take part in a small group activity to reinforce the concepts.

Setting the Place

During this session, participants will look at some things to consider when choosing the location and physical setup for the meeting.

Leading a Meeting

Next, participants will learn skills for leading a successful meeting.

Process and Content

This session will explore the differences between process and content. Participants will also learn about ground rules, different techniques for engaging meetings, and facilitation skills.

How to Control a Meeting

Participants will explore types of difficult dynamics and solutions in a group exercise.

A Plan for Success

To wrap up the day, participants will work in small groups to create an action plan for areas of weakness identified in their pre-assignment.

Workshop Wrap-Up

At the end of the course, students will have an opportunity to ask questions and fill out an action plan.

Managing Employee Performance

Inspiring someone to be their best is no easy task. Just how do you manage for optimum performance? How do you create a motivating environment that encourages people to go beyond their best? This oneday workshop will help you teach participants some ways of achieving those tasks, including:

- Tools to help employees set and achieve goals.
- A three-phase model that will help participants prepare employees for peak performance, activate their inner motivation, and evaluate their skills.
- Motivational tools and techniques.
- Coaching methods and skills.

Course Overview

You will spend the first part of the day getting to know participants and discussing what will take place during the workshop.

The Shared Management Model

To begin, participants will learn about the three-phase model that will be the focus of this course. Participants will also learn about making the employee their own internal manager.

Setting Goals

Next, participants will use a goal setting tool to set some goals for the workshop. Then, they will learn how to use this tool in the performance management process.

Phase I (Preparation)

During this session, participants will explore how to prepare the employee to go beyond their best using coaching and training. We will also talk about choosing the right person for the job and setting standards.

Phase II (Activation)

Participants will learn what the activation phase is all about. They will also learn ways to turn employees into self-motivators.

Phase III, Part A (Ongoing Evaluation)

Evaluation is a key component of managing for performance. This session will look at ongoing evaluation, particularly constructive feedback.

Phase III, Part B (Formal Evaluation)

Next, participants will learn about formal types of evaluations, including performance reviews.

Workshop Wrap-Up

At the end of the day, students will have an opportunity to ask questions and fill out an action plan.

Interviewing Skills - Behavioral Interviewing Techniques

Interviewing sounds easy enough: you arrange for a conversation between you and potential candidates, and then select the best person for a particular position. But what if you could refine the process in such a way that you were confident that you are selecting the right person? How do you separate the good from the great, when they have similar work experience and strengths to offer? This workshop will give you the skills and tools to hire successful candidates.

This two-day workshop will help you teach participants how to:

- Recognize the costs incurred by an organization when a wrong hiring decision is made.
- Develop a fair and consistent interviewing process for selecting employees.
- Prepare better job advertisements and use a variety of markets.
- Be able to develop a job analysis and position profile.
- Use traditional, behavioral, achievement oriented, holistic, and situational (critical incident) interview questions.
- Enhance communication skills that are essential for a skilled recruiter.
- Effectively interview difficult applicants.
- Check references more effectively.
- Understand the basic employment and human rights laws that can affect the hiring process.

Course Overview

You will spend the first part of the day getting to know participants and discussing what will take place during the workshop. Students will also have an opportunity to identify their personal learning objectives.

History of the Interviewing Process

The day will begin with a brief lecture on the history of the interviewing process, including Alfred Binet's ideas, stress interviewing, and structured interviewing.

The Recruitment and Selection Process

During this session, we will take a quick look at the six stages of the hiring process.

Factors in the Hiring Process

We will examine the three levels of factors in the hiring process in this session.

Cost Analysis

During this session, participants will analyze the cost of hiring an employee.

Job Analysis and Position Profiles

Determining just what you're hiring for is the second stage of the hiring process. We will look at performing a job analysis and writing a position profile in this session.

Determining the Skills You Need

Once you have analyzed what the job will entail, you will need to determine what technical and performance skills the candidate will need. We will examine various ways of doing this during this session.

Finding Candidates

During this session, we will examine the advantages and disadvantages of various advertising methods.

Advertising Guidelines

If you're going to spend time and money looking for a candidate, you should make sure your ad passes the ten tests of advertising. In this session, participants will learn about these tests and apply them to job advertisements.

Screening Resumes

Now that you have the stack of resumes on your desk, what are you going to do with them? Our recommendation is to use a resume screening guide. During this session, participants will learn what that is, how to develop one, and how to use it.

Performance Assessments

In addition to interviewing, you may also choose to have candidates complete a technical or performance exercise. Participants will look at both types of exercises in this session.

Problems Recruiters Face

During this session, participants will discuss some common mistakes recruiters make and how to avoid them.

Interviewing Barriers

There are also some human mistakes that recruiters make; that will be your focus during this lecture. **Non-Verbal Communication**

During an interview, it is crucial to be aware of the non-verbal signals that you are giving and receiving. In this session, participants will explore some of these signals through a lecture and an exercise.

Types of Questions

Obviously, the ability to ask questions is crucial to an interview. During this session, participants will learn how to use open questions, closed questions, and probes.

Case Study: Itlex Manufacturing

To wrap up the first day, participants will work on a case study to help Mitchel Hampton figure out why he had to fire an employee he recently hired.

Traditional vs. Behavior Interviews

During this session, participants will look at what behavioral interviewing is and how it differs from traditional interviewing. Participants will also have the opportunity to develop some sample behavioral questions.

Other Types of Questions

There are two more key types of questions that you can use during an interview: achievement oriented and holistic. Participants will take a brief look at both types during this session.

The Critical Incident Technique

Another type of interview question asks the candidate how they might behave in a certain situation. Participants will explore why these questions are so valuable, how to develop them, and how to use them.

Listening for Answers

Listening for what the candidate does and does not say is just as important as asking the right questions. During this session, participants will learn some key listening skills.

Difficult Applicants

During this session, participants will role play one of four difficult applicants in a mock interview. They will also learn ways to get the information they're looking for out of these types of people.

Interview Preparation and Format

During this session, participants will learn some things that they should do before, during, and after the interview.

Other Interview Techniques

During the interview, there are some techniques that interviewers can use to keep things moving. This session will cover five of the most common methods.

Scoring Responses

During this session, participants will learn how to use performance-based rating scales. **Checking References**

In this session, participants will learn how to check references and use a reference guide.

Human Rights

Through a brief lecture, participants will learn about some of the key human rights issues that recruiters face.

Skill Application

Participants will spend the afternoon of Day Two developing an interview guide and role-playing the interview using all the skills they have learned.

Pre-Assignment Review

The course will wrap up with a review of the pre-assignment.

Workshop Wrap-Up

At the end of the course, students will have an opportunity to ask questions and fill out an action plan.

Managing Difficult Employees

Success comes from understanding how we behave, as well as how we can influence others. If we approach difficulties as needing to take place in one or a series of conversations, and we approach those conversations with a plan, we will find that we have less difficult people to deal with. More often than not, we will also have more meaningful and significant conversations. In this one-day workshop, you will teach participants how to turn difficult situations into opportunities for growth.

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This lecture will help participants define conflict. Participants will also explore how conflict is a very normal part of healthy relationships. To wrap up the session, they will complete a self-assessment to help them analyze how they currently handle conflict and how they might be able to improve.

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Changing Yourself

Earlier we discussed how our attitudes and actions impact others. In this session, we will take a deeper look at how negative attitudes can cause negative interactions, and what we can do to turn those attitudes around.

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There are a million possible answers to this question, but we will discuss the ten most common reasons.

De-Stress Options to Use When Things Get Ugly

To wrap up the workshop, we will share six de-stressing techniques that participants can use when things get difficult.

Workshop Wrap-Up

At the end of the day, students will have an opportunity to ask questions and fill out an action plan.

Public Speaking: Speaking Under Pressure

This workshop has been designed for those in positions where they must speak in front of audiences that are hostile or demanding. This material is also suitable for those who are relatively new speakers who want some encouragement to speak up in meetings or who want some training before they begin making presentations on behalf of the organization.

Speaking under pressure, or thinking on your feet, means being able to quickly organize your thoughts and ideas, and then being able to convey them meaningfully to your audience to modify their attitudes or behavior. It applies to formal speeches as well as everyday business situations.

It requires presence of mind, goal orientation, adaptation, and judgment. It also requires differentiating between oral and written communications.

This course is aimed at improving your skills and learning some new techniques which will give you the persuasive edge when you are making a presentation, fielding difficult questions, or presenting complex information.

Specific learning objectives include:

- Apply quick and easy preparation methods that will work whether you have one minute or one week to prepare.
- Prepare for questions, even before you know what those questions will be.
- Overcome nervousness that you may have when speaking in front of a group, particularly if the group is not sympathetic to what you have to say.
- Use presentation techniques that establish your credibility and get people on your side.

Course Overview

You will spend the first part of the day getting to know participants and discussing what will take place during the workshop. Students will also have an opportunity to identify their personal learning objectives.

Getting Started

To begin, we will explore what Speaking Under Pressure is. Participants will also learn an easy way to structure any presentation.

Planning

This session will offer participants seven easy ways to better prepare for a presentation – even if you don't know the time, date, or topic.

Force Field Analysis

Next, participants will learn about a structured method of looking at two opposing forces acting on a situation.

Understanding Your Audience

During this session, we will explore a three-phase needs approach and the idea of common ground. Participants will also practice creating an audience profile.

Controlling Your Jitters

This session will focus on how to make the most of stage fright.

Making Your Listener Hear You

During this session, participants will explore what turns listeners on and off in a large group discussion.

Key Themes

To wrap up the first day, participants will learn what a key theme is, how to create one, and how to distill it into a key sentence. Participants will also be given a small homework assignment.

Key Sentences

To begin the second day, we'll wrap up our discussion on key themes. Participants will share their homework assignment.

Structuring Ideas

This session will explore the idea of using three key points for a presentation. We will also share some tips for sending a memorable message.

Organization Methods

Next, participants will learn some different ways to organize the information in the body of their message.

Our Body Language

During this session, participants will take a close look at positive and negative body messages.

If You Could Be...

To prepare for the major presentation later on in the workshop, participants will be asked to give a short presentation on this question: "If you could wake up tomorrow having gained any one ability or quality, what would it be?"

Beginnings and Endings

This session will give participants some ways to create strong beginnings and endings.

Expanding a Basic Plan

So far, this workshop has focused on small presentations. This session will give participants some tips on fleshing out those small presentations should they be required to present something longer than just a few minutes.

Presentations

To conclude the workshop, participants will prepare and present a short five-minute speech. Participants will also evaluate each other.

Workshop Wrap-Up

At the end of the day, students will have an opportunity to ask questions and fill out an action plan.

Strategic Planning Basics

If you and the people who work with you don't understand where the company is going, they may all develop their own priorities and actually prevent you from getting where you need to be. Part of getting everyone on board is creating a strategic plan complete with the organization's values, vision, and mission. Then, there's the challenge of bringing these principles to life in a meaningful way that people can relate to. This two-day course will help you describe what you want to do and get people where you want to go.

This two-day workshop will help you teach participants how to:

- Identify the values that support their company
- Define the vision for their company
- Write a mission statement that explains what the company's purpose is
- Complete meaningful SWOT analyses
- Apply tools and techniques to create a strategic plan that directs the organization from the executive to the front line
- Implement, evaluate, and review a strategic plan
- Identify how related tools, such as the strategy map and balanced scorecard, can help them develop a strategic plan

Course Overview

You will spend the first part of the day getting to know participants and discussing what will take place during the workshop. Students will also have an opportunity to identify their personal learning objectives.

Understanding Strategic Planning

Then, participants will explore what strategic planning is. They will also be introduced to the pyramid strategic plan structure that will form the basis of the rest of the course.

Identifying Our Values

Next, participants will work through the foundation of a strategic plan: value identification and writing values statements.

Designing Our Vision

The next step in a strategic plan is to identify your vision. In this session, participants will think about where they want their company to be in several years' time.

On a Mission

The next part of the strategic plan is to write a mission statement. That's what participants will focus on in this session.

Performing a SWOT Analysis

In this session, participants will learn how to use a SWOT analysis to identify where they currently are and what they need to do to get where they want to go.

Setting Goals

Next, participants will learn how to use the SPIRIT model to frame goals and objectives.

Assigning Roles, Responsibilities, and Accountabilities

The final piece of the strategic plan gets at the heart of getting the work done by assigning who will address each role and what they are accountable for. This session will give participants some ways to perform this step. They will also get hands-on problem-solving practice through a case study.

The Full Picture

Participants will begin the second day with a snapshot of the strategic planning cycle and a review activity.

Gathering Support

In this session, participants will look at gathering support for a plan, creating a review process, and obtaining buy-in.

Making the Change

Strategic plans naturally become harbingers of change. This session will give participants some ways to help people transition through that change.

How Does It Look?

Next, participants will look at some different ways to present their strategic plan. Infographics, reports, and presentations will all be discussed.

Getting There

This session will explore what problems can occur during the strategic planning process and how to deal with them. Security considerations will also be discussed. The session will wrap up with an introduction to strategy maps and balanced scorecards.

Mocking Up the Process

The course will conclude with an in-depth capping exercise to help participants apply what they have learned to either their organization or a fictional company.

Workshop Wrap-Up

At the end of the course, students will have an opportunity to ask questions and fill out an action plan.

Modern Classroom Certified Trainer (MCCT)

The Modern Classroom Certified Trainer (MCCT®) training and certification program prepares instructors at all levels of experience for all aspects of delivering a course using the latest training technologies and approaches.

Facilitating a course in the modern classroom can be an intimidating prospect for those who have never taught before. Even if you have taught before, facilitating a course that involves the use of technology for delivery can be a complex and daunting task. This course will help you prepare for all aspects of delivering in the modern classroom, including the art of facilitating a learning event, class preparation techniques, course delivery in various modes including asynchronous and virtual delivery, and troubleshooting the technology required in the modern classroom.

This course also covers the objectives to help students prepare for the Logical Operations Modern Classroom Certified Trainer (MCCT) Exam MCC-110.

Introducing the Modern Classroom

- Delivery Modalities
- Snapshot of Classroom Environments

Facilitating a Learning Event

- Initiate a Class
- Manage Learners
- Finalize a Class

Delivering a Modern Training Event

- Conduct a Modern Class
- Conduct a Face-to-Face Class
- Conduct a Remote Synchronous Class
- Conduct a Mixed Class
- Conduct an Asynchronous Class

Preparing for Delivery

- Prepare Content for Delivery
- Plan for Event Delivery
- Set Up the Classroom

Troubleshooting the Modern Classroom

- Resolve Common Technical Problems
- Resolve Virtual Classroom-Specific Issues
- Prepare for Potential Facility-Related Issues

COURSE MATERIALS LIST

CLASS TITLE	Course Materials List
NON-SOFTWARE/PROFESSIONAL DEV CLASSES	
Business Analysis	Digital Course Manual, Handouts, Exercise Files
Business Etiquette	Digital Course Manual, Handouts, Exercise Files
Business Writing	Digital Course Manual, Handouts, Exercise Files
Coaching: How Leaders Develop the Next Leaders	Digital Course Manual, Handouts, Exercise Files
Communication Skills	Digital Course Manual, Handouts, Exercise Files
Conflict Resolution	Digital Course Manual, Handouts, Exercise Files
Customer Service	Digital Course Manual, Handouts, Exercise Files
Dealing with Strong Emotions in the Workplace	Digital Course Manual, Handouts, Exercise Files
Dealing with Troubled, Toxic, or Negative People	Digital Course Manual, Handouts, Exercise Files
Developing a Balanced Scorecard	Digital Course Manual, Handouts, Exercise Files
Developing a Communication Strategy	Digital Course Manual, Handouts, Exercise Files
Difficult Conversations	Digital Course Manual, Handouts, Exercise Files
Diversity and Inclusion - Awareness to Action	Digital Course Manual, Handouts, Exercise Files
Effective Meetings	Digital Course Manual, Handouts, Exercise Files
Effective Problem Solving and Decision-Making Methods	Digital Course Manual, Handouts, Exercise Files
E-mail Etiquette	Digital Course Manual, Handouts, Exercise Files
Employee Performance Evaluation	Digital Course Manual, Handouts, Exercise Files
Facilitation Skills	Digital Course Manual, Handouts, Exercise Files
Interviewing and Selecting the Right Person for Your Team	Digital Course Manual, Handouts, Exercise Files
Leading and Managing Change	Digital Course Manual, Handouts, Exercise Files
Leading with Strengths	Digital Course Manual, Handouts, Exercise Files
Managing At A Distance	Digital Course Manual, Handouts, Exercise Files
Managing Difficult Employees	Digital Course Manual, Handouts, Exercise Files
Motivating Employees	Digital Course Manual, Handouts, Exercise Files

Presentations: Effective Visuals and Verbal Communication (Introduction)	Digital Course Manual, Handouts, Exercise Files
Proactive Leadership	Digital Course Manual, Handouts, Exercise Files
Project Management - Agile for IT Projects	Digital Course Manual, Handouts, Exercise Files
Project Management - An Introduction	Digital Course Manual, Handouts, Exercise Files
Project Management - Practitioner	Digital Course Manual, Handouts, Exercise Files
Public Speaking II (Advanced)	Digital Course Manual, Handouts, Exercise Files
Strategic Planning Basics	Digital Course Manual, Handouts, Exercise Files
Team Skills: Participating On and Leading Effective Teams	Digital Course Manual, Handouts, Exercise Files
Time Management	Digital Course Manual, Handouts, Exercise Files
Trainer Certification: Program of Study to Develop Communication, Presentation, and Facilitation Skills Required for Success as a Trainer	Logical Operations curriculum, CHOICE, and printed training curriculum

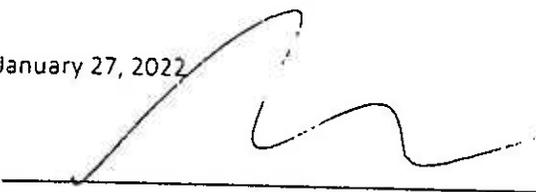


LLC Certification of Authority

I, Gregory S. Pierce, hereby certify that (a) I am the Vice President of Legal & General Counsel of United Training Commercial LLC ("UTC") a Texas limited liability company under RSA 304-C; (b) I am authorized to bind UTC; (c) I understand that the State of New Hampshire will rely on this certificate as evidence that I currently hold the position indicated and have full authority to bind UTC; and (d) this authorization shall remain valid for thirty (30) days from the date of this certificate.

Dated: January 27, 2022

Attest:



Gregory S. Pierce, VP of Legal and General Counsel

Subscribed and sworn to before me this 27th day of January 2022 by Gregory S. Pierce.

By:



Carian White, Notary Public
State of Michigan, Wayne County
My Commission Expires: October 5, 2022
Acting in County of Wayne



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2022

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

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

PRODUCER GBMB Insurance Agency LLC P. O. Box 790828 San Antonio TX 78279	CONTACT NAME: Jackie Bellamy PHONE (A/C No. Ext): 210-366-5064 E-MAIL ADDRESS: JackieB@gbmbinsurance.com	FAX (A/C No): 210-366-9549
	INSURER(S) AFFORDING COVERAGE	
INSURED United Training Career, LLC; United Training Commercial, LLC dba United Training; United Training Academy 707 Landa Street New Braunfels TX 78130	INSURER A: Continental Casualty Ins. Co.	NAIC # 20443
	INSURER B: Continental Insurance Group	35289
	INSURER C: Houston Casualty Company	42374
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 695968198

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 checked="" type="checkbox"/> LOC OTHER:		6081308101	6/22/2021	6/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" 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		6081308115	6/22/2021	6/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6081308129	6/22/2021	6/22/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Technology Errors & Omissions Claims Made Retro Date: 06/21/2020		H21TG31118-00	7/15/2021	7/15/2022	Each Claim \$5,000,000 Aggregate Limit \$5,000,000 Cyber Third Party \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Form(s) included: CNA74872XX (1-15).

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Administrative Services
 25 Capitol Street
 Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

William Mact

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2022

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: New Hampshire Ins Co		23841
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 ADP TotalSource FL XVIII, Inc.
 10200 Sunset Drive
 Miami, FL 33173
ALTERNATE EMPLOYER
 United Training Commercial LLC
 707 Landis St.
 New Braunfels, TX 78130

COVERAGES

CERTIFICATE NUMBER: 3574381

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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY						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 DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 038361547 NH	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for UNITED TRAINING COMMERCIAL LLC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. UNITED TRAINING COMMERCIAL LLC is an alternate employer under this policy.
 Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire, Administrative Services Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc of Florida</i>
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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 UNITED TRAINING COMMERCIAL LLC is a Texas Limited Liability Company registered to transact business in New Hampshire on February 04, 2021. 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: 862129

Certificate Number: 0005647327



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of January A.D. 2022.

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

William M. Gardner
Secretary of State



Assignment and Assumption Agreement
Contract # 8002726
UNITED TRAINING COMMERCIAL LLC, DBA NEW HORIZONS

This Assignment and Assumption Agreement ("Assignment") is made as of this 14th day of August, 2024 (the "Effective Date"), by and among NEW HORIZONS LEARNING, LLC ("Assignee") and UNITED TRAINING ("Assignor").

RECITALS

WHEREAS, the State of New Hampshire and the Assignor entered into an agreement (the "Agreement") for SERVICE on September 11, 2020, with Agreement set to expire July 31, 2025; and

WHEREAS, as of the Effective Date, Assignor desires to transfer all of its interest in and to the Agreement to Assignee and Assignee desires to assume all obligations of Assignor under the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Assignment of Agreement

1. As of the Effective Date, all obligations, rights and privileges of Assignor under and by virtue of the Agreement other than obligations or liabilities arising out of any breach or default by Assignor (or any of Assignor's actions or omissions which, with notice or lapse of time or both, would constitute a breach or default thereunder) which occurred prior to the effective date are hereby unconditionally assumed by Assignee.
2. As of the Effective Date, all references to Assignor as used in the Agreement shall refer to Assignee.
3. The State hereby consents to the assignment of the rights and obligations of Assignor under the Agreement to Assignee.
4. Except as modified by this assignment, the Agreement shall remain in force and effect in accordance with its terms.

NEW HORIZONS LEARNING, LLC

By: Gregory S Pierce

Gregory S. Pierce
(Print Name)

Title: VP of Legal & General Counsel

Date: August 14, 2024

UNITED TRAINING COMMERCIAL, LLC

By: Gregory S Pierce

Gregory S. Pierce
(Print Name)

Title: VP of Legal & General Counsel

Date: August 14, 2024

STATE OF NEW HAMPSHIRE

The State is willing to consent to the assignment of all rights, obligations and liabilities of Assignor under the Agreement to Assignee as of the Effective Date.

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Contractor Initials: GP
Date: 8.14.24



**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) New Horizons Learning, LLC dba New Horizons

AUTHORIZED SIGNER'S SIGNATURE *James R Cox*

AUTHORIZED SIGNER'S TITLE Vice President of Sales

PRINTED NAME James Cox

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.

- 7/10/2024 Issue of RFI
- 7/15/2024 Last day for questions, clarifications, and/or requested changes to RFI
- 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.

<u>Chris Jackson</u>	<u>312-676-3999</u>
Contact Person	Telephone Number
<u>Chris.Jackson@newhorizons.com</u>	<u>New Horizons Learning, LLC dba New Horizons</u>
E-mail Address	Vendor Company Name
<u>707 Landa Street, New Braunfels, Texas, 78130</u>	
Vendor Address	

NON-SOFTWARE TRAINING: Online Format						
CITY	CLASS	Class Format	COST PER CLASS	COST PER CLASS In Person	COST PER CLASS Hybrid	Extended Cost
20	Business Etiquette	1/4 -day live online	\$ 1,625.00	X	X	\$32,500.00
18	Dealing With Troubled, Toxic or Negative People	1/4 -day live online	\$ 1,425.00	X	X	\$25,650.00
6	E-mail Etiquette	1/4 -day live online	\$ 1,625.00	X	X	\$9,750.00
4	Managing at a Distance	1/4 -day live online	\$ 1,625.00	X	X	\$6,500.00
44	Time Management	1/4 -day live online	\$ 1,625.00	X	X	\$71,500.00
34	Delivering Constructive Criticism	1/4 - day live on line, plus pre-work	\$ 1,625.00	X	X	\$55,250.00
NON-SOFTWARE TRAINING: Onsite, Online or Hybrid						
CLASS	Class Format	COST PER CLASS				Extended Cost
4	Business Analysis	2 Days	\$ 5,600.00			\$22,400.00
4	Business Etiquette	Half Day	\$ 1,625.00			\$6,500.00
14	Communication Skills	1 week online with 2-90 min live Teams sessions	\$ 1,815.00	X	X	\$25,410.00
8	Conflict Resolution	1/2 Day Live Online Session (4 hours)	\$ 1,625.00	X	X	\$13,000.00
30	Customer Service	2 - 90 Min Live Teams Sessions	\$ 1,815.00	X	X	\$54,450.00
21	Dealing with Strong Emotions in the Workplace	1/2 Day Live Online Session (4 Hours)	\$ 2,100.00	X	X	\$44,100.00
5	Dealing With Troubled, Toxic or Negative People	1/2 Day Live Online Session (4 Hours)	\$ 1,425.00	X	X	\$7,125.00
16	Difficult Conversations	1/2 Day Live Online Session (4 hours)	\$ 2,100.00	X	X	\$33,600.00
39	Diversity and Inclusion - Awareness to Action	1 Week Online Course - With 2-90 Min Live TEAMS sessions	\$ 3,100.00	X	X	\$120,900.00
8	Effective Meetings	1/2 Day Live Online Session (4 hours)	\$ 1,625.00	X	X	\$13,000.00
7	Leading And Managing Change	1 Week Online Course - With 2 - 90 Min Live TEAMS Sessions	\$ 2,750.00	X	X	\$19,250.00
12	Managing Difficult Employees	1/2 Day Live Online Session (4 hours)	\$ 1,425.00	X	X	\$17,100.00
5	Motivating Employees	1/2 Day Live Online Session (4 hours)	\$ 1,425.00	X	X	\$7,125.00
8	Presentation: Effective Visuals and Verbal Communication (Introduction)	1.5 Days in person	X	\$ 1,675.00	X	\$13,400.00
19	Public Speaking I	1.5 Days In Person	X	\$ 4,900.00	X	\$93,100.00
10	Public Speaking II (Advanced)	1.5 Days In Person	X	\$ 4,900.00	X	\$49,000.00
4	Team Skills: Participating On and Leading Effective Teams	1 Week Online Course - With 2 - 90 Min Live TEAMS Sessions	\$ 2,750.00			\$ 11,000.00
15	Developing Program Metrics & Dashboards	4- 1/2 days over 2 weeks, In-person, Online or Hybrid	\$ 2,900.00			\$ 43,500.00
14	Leading and Managing Change	2- 90 min live sessions plus online work; In-person, Online or Hybrid	\$ 3,100.00			\$43,400.00
18	Managing with Metrics	1-day or 2- 1/2 days, In-person, Online or Hybrid	NA			#VALUE!
6	Project Management - An Introduction	2- 90 min live sessions plus online work; In-person, Online or Hybrid	\$ 2,000.00			\$12,000.00
34	Surveys, Focus Groups and Data Collection	1-day or 2- 1/2 days In-person, Online or Hybrid	NA			#VALUE!
SOFTWARE TRAINING GLASSES: In Person, Online or Hybrid						
CLASS	Class Format	COST PER CLASS				Extended Cost
280	Excel I	1-day or 2-1/2 days In-person, Online or Hybrid	\$ 1,995.00			\$558,600.00
307	Excel II	1 Day or 2 - 1/2 Days In Person, online or Hybrid	\$ 1,995.00			\$612,465.00
165	Excel III	1 Day or 2 - 1/2 Days In Person, online or Hybrid	\$ 1,995.00			\$329,175.00
29	Outlook	1/2 day, In-person or Online	\$ 1,995.00			\$57,855.00
32	PowerPoint	1/2 day, In-person or online	\$ 1,995.00			\$63,840.00
59	Word Boot Camp	1-day or 2-1/2 days In-person, Online or Hybrid	\$ 1,995.00			\$117,705.00
65	Adobe Suite Training	1 Day, Hands- On Training	\$ 2,995.00			\$194,675.00
NON-SOFTWARE TRAINING: Onsite, In person						
CLASS	Class Format	COST PER CLASS				Extended Cost
40	Business Writing	1 Day	\$ 1,815.00		X	\$72,600.00



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: New Horizons Learning, LLC dba New Horizons

ADDRESS: 707 Landa Street, New Braunfels, Texas, 78130

PRINT NAME: James Cox, Vice President of Sales

SIGNATURE: 

TEL. NO. 830-632-3335

EMAIL ADDRESS: James.Cox@newhorizons.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

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