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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 30, 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 (DAS) to enter into a **Retroactive Sole Source** amendment to an existing contract (Contract #8002726) with New Horizons Learning, LLC (VC#345551), New Braunfels, TX for managed learning services by increasing the price limitation by \$1,000,000.00 from \$399,592.84 to an amount up to and not to exceed \$1,399,592.84 with no change to the completion date of July 31, 2025, effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on September 11, 2020, item #49, and most recently amended on April 10, 2024, item # 108.

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 was approved by the Governor and Executive Council on September 11, 2020, item #49. It was subsequently amended with Governor and Executive Council approval on July 19, 2023, Item # 5A, and again on April 10, 2024, item # 108.

This contract amendment is **Retroactive Sole Source** due to being over the current spend limitation and increasing the current spend limitation over ten percent.

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), received a request to process requisition #242240 for \$1,000,000.00 for cybersecurity training.

The significance of Cybersecurity importance is on the rise nationally, this amendment will help protect the state and municipalities information networks, devices and data from hackers and cybercrimes. Information theft is the most expensive and fastest growing segment of cybercrime. By prioritizing Cybersecurity, the state and municipalities can mitigate the risk of identity theft, data breaches and financial losses.

Further review by DAS found the Cybersecurity team within DoIT has received a federal grant through FEMA. These funds will provide additional Cybersecurity training for administrators, faculty, and IT staff for multiple municipalities, K through 12 students, special districts, and towns throughout the

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

State, through the SLCGP. In addition, New Horizons Learning LLC, (Contract #8002726) will add a subsidy total of an additional \$1,000,000.00 to the agreed upon training programs, allowing the state a total of \$2,000,000.00 in total for Cybersecurity throughout the state of New Hampshire. Federal grants can take extensive time with no guarantee the State of New Hampshire would receive these funds and this was not considered in previous requests to raise the existing price limitation.

Approval of this requested amendment would directly increase the knowledge, skills, and abilities of IT professionals throughout municipalities and K through 12 schools, which would help protect the State from cyber criminals and other malicious actors. Additionally, these funds would provide professional certifications to this group, marking a significant investment in the technical public workforce sector and contribute to retention in these critical fields.

Contract financials	
Current limitation	\$399,592.84
Add this amendment	\$1,000,000.00
New recommended price limitation	\$1,399,592.84

Based on the foregoing, I am respectfully recommending approval of this **Retroactive Sole Source contract amendment** with New Horizons Learning, LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



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

Denis Goulet
Commissioner

September 20, 2024

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

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with New Horizons Learning, LLC, as described below and referenced as DoIT No. 2021-004A.

The purpose of this request is to provide for statewide cybersecurity managed learning services.

The Total Price Limitation shall increase by \$1,000,000 for a New Total Price Limitation of \$1,399,592.82 effective upon Governor and Council approval, retroactive, with no change to the end date of July 31, 2025.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2021-004A

cc: Cindy Dotlich, IT Manager



**THIRD AMENDMENT TO THE CONTRACT BETWEEN
NEW HORIZONS LEARNING, LLC
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR MANAGED LEARNING
CONTRACT # 8002726**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 14th 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 Managed learning.

WHEREAS, pursuant to an agreement effective September 11, 2020, item # 49 amended by the First Amendment on July 19, 2023, Item 5A, amended by the Second Amendment on April 10, 2024 Item # 108, and set to expire July 31, 2025 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain presort letter and flat mailing services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$1,399,592.84

Contract Financials	
Current price limitation	\$399,592.84
Price limitation increase	\$1,000,000.00
New requested price limitation	\$1,399,592.84

2. All other provisions of the Agreement, approved by the Governor and Executive Council on September 11, 2020, item # 49, amended by the First Amendment on July 19, 2023, item 5A, and amended by the Second Amendment on April 10, 2024, item # 108, 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: August 14, 2024

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 9-19-24

~~OFFICE OF THE ATTORNEY GENERAL~~

By: Duncan A. Edgar

Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: October 9, 2024

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

Signed: _____

(Print Name)

Title: _____

Contractor Initials: GP

Date: 8.14.24



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

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

10/1/2025

DATE (MM/DD/YYYY)

10/10/2024

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, LLC 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: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Atlantic Specialty Insurance Company		27154
INSURER B: Continental Casualty Company		20443
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 19828543 **REVISION NUMBER:** XXXXXXXX

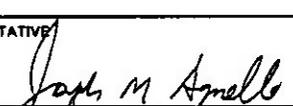
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDL INSD	SUBR 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	711-01-83-24-0001	10/10/2024	10/10/2025	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 - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	711-01-83-24-0001	10/10/2024	10/10/2025	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 \$ 50	N	N	711-01-83-24-0001	10/10/2024	10/10/2025	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	N/A	N	406-04-95-12-0001	10/10/2024	10/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	CYBER PROFESSIONAL LIABILITY TECH E&O	N	N	768788464	10/1/2024	10/1/2025	LIMIT: \$3,000,000 / \$3,000,000 RETENTION: \$50,000

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

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

CERTIFICATE HOLDER **CANCELLATION** See Attachment

19828543 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 
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ADDITIONAL NAMED INSUREDS
OTHER NAMED INSUREDS
North Haven PM Topco, LP North Haven PM Blocker Corp. Educate 360 Holdings, LLC Educate 360 Holdings II, LLC Educate 360, LLC TCM Security, LLC Council for Six Sigma Certification, LLC Center for Corporate Advancement Group LLC Pierian Data, LLC Velopi Limited (Ireland) New Horizons Learning, LLC (f/k/a United Training Commercial, LLC dba New Horizons) DBA Watermark Learning DBA Project Management Academy



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 1, 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 Sole Source amendment to an existing contract (Contract #8002726) with United Training Commercial LLC, DBA New Horizons (VC#345551), New Braunfels, TX for managed learning services by increasing the price limitation by \$99,592.84 from \$300,000.00 to \$399,592.84 and extending the completion date from July 31, 2024 to July 31, 2025 effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on September 11, 2020, item #49, and most recently amended with Governor and Executive Council approval on July 19, 2023, item # 5A.

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 was approved by the Governor and Executive Council on September 11, 2020, item #49. It was subsequently amended with Governor and Executive Council approval on July 19, 2023, Item # 5A.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for information (RFI) 2024-403 on December 13, 2023, with responses due on January 4, 2024. This RFI reached 153 vendors through the NIGP registry with an additional 17 directly sourced. There was one compliant response received from the incumbent contractor, United Training Commercial LLC (Contract #8002726).

This request is due to agency usage nearing the current price limitation as well as current contract expiration. The total current spend was observed during routine and ongoing analysis of business intelligence reports and contract usage data that the Bureau of Purchase and Property (BoPP) engages in to support original spend forecasting. BoPP also reached out to DoIT to understand the sudden and significant increase in spend and learned in 2023 DoIT revamped their training for new employees and placed a heavier emphasis on cyber security.

Contract financials	
Current limitation	\$300,000.00
Current limitation remaining balance	\$7,615.00
Add this amendment	\$97,461.67
Balance of product line items (10%)	\$9,746.17
New recommended price limitation	\$399,592.84

Based on the foregoing, I am respectfully recommending approval of the contract renewal with United Training Commercial LLC, DBA New Horizons

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Request for Information (RFI)
Summary

	SUB Total	\$45,936.00	\$45,936.00	\$45,936.00	\$45,936.00
Expiring contract limitation remaining balance	\$7,615.00		Expiring contract limitation	\$300,000.00	
Estimated term spend (one year)	\$97,461.67		Cost increase/Savings X% or	\$0.00	
Add allowance for balance of product line	\$9,746.17		Delta: new vs. expiring	0%	
New contract price limitation	\$399,592.84				

Recommendation Summary (Applicable for Contracts Only)	
Statewide Contract or Amendment	Second Amendment
Term of Contract	One year
Price Limitation	\$399,592.84
Number of Solicitations Received	1
Number of Sourced Vendors	17
Number of NIGP Vendors Sourced	153
No Bid	1 - From Optimus "We are UK and European Focused at the moment and not able to participate"
P-37 Checklist Complete	yes
D&B Report Attached	no
Terms of Payment (P-card/AGH)	P-card
FOB Delivered	yes
Expiring Contract Price Limitation	\$300,000.00
Total Cost Savings (\$/%)	No change
Special Notes	DOI has re-vamped their training for new employees investing in Cyber Security training and enhancements. In addition they are now following the National Institute of Standards and Technology (NIST) for Cyber Security with a projected FY25 budget of \$350,000.00



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Request for Information (RFI)
Summary

RFI Description	Managed Learning Services	Agency	Statewide
RFI#	2024-403	Requisition#	N/A
Agent Name	Carrie Martin	RFI Closing	1/4/24 @ 10:30 AM

UOM	Description	United Training Commercial LLC		Expiring Contract United Training	
		Classroom Training Price	Online Training Price	Classroom Training Price	Online Training Price
TECHNICAL SUPPORT SPECIALIST TRAINING PROGRAM					
EA	Microsoft Certified MGSE Training	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	Developing Windows Azure and Web Services	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	Managing Modern Desktops	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	Oracle System Administrator	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00
EA	Microsoft C#	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	Microsoft 7 Troubleshooting and Support (now Windows 10)	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
INFRASTRUCTURE					
EA	Microsoft SharePoint	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	Microsoft Security	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	Oracle Database 12c	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00	\$ 2,150.00
EA	Microsoft SQL Server	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	Writing Reports with Report Builder and SSRS Level 1, 2	\$ 790.00	\$ 790.00	\$ 790.00	\$ 790.00
EA	Microsoft SQL Server Integration Services SSIS	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	Microsoft C#	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	Microsoft Exchange Server 2013	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
CYBERSECURITY					
EA	Wireless Security	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	Network Penetration Testing (CompTIA)	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
SOFTWARE DEVELOPMENT					
EA	Networking and Security Fundamentals	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	ASP Programming (Active Server Pages) Including Powershell	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	Azure DevOps Engineer	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
EA	Certified JAVA Developer Training	\$ 2,495.00	\$ 2,495.00	\$ 2,495.00	\$ 2,495.00
EA	HTML 5, CSS 3	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00	\$ 1,975.00
PROJECT MANAGEMENT					
EA	PMI Project Management Certification Training	\$ 1,904.00	\$ 1,904.00	\$ 1,904.00	\$ 1,904.00
EA	PMP Project Management Professional Certification Training	\$ 2,396.00	\$ 2,396.00	\$ 2,396.00	\$ 2,396.00
EA	Project Management Fundamentals	\$ 476.00	\$ 476.00	\$ 476.00	\$ 476.00



**SECOND AMENDMENT TO THE CONTRACT
 BETWEEN UNITED TRAINING COMMERCIAL LLC
 AND
 THE STATE OF NEW HAMPSHIRE,
 DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR MANAGED LEARNING SERVICES
 CONTRACT # 8002726**

This second Amendment (hereinafter referred to as the "Amendment"), dated this 22 day of February 2024 is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and United Training Commercial LLC, DBA New Horizons (hereinafter referred to as "the Contractor") for Managed Learning Services.

WHEREAS, pursuant to an agreement effective September 11, 2020, set to expire July 30, 2024 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Managed Learning Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 1.7 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 July 31, 2025

2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$399,592.84

Contract Financials	
Current price limitation	\$300,000.00
Add this amendment	\$99,592.84
New contract price limitation	\$399,592.84

3. All other provisions of the Agreement, approved by the Governor and Executive Council on September 11, 2020, item #49 shall remain in full force and effect.

Contractor Initials: *JP*

Date: 2/22/24

UNITED TRAINING COMMERCIAL LLC,
DBA NEW HORIZONS

By: Gregory S. Pierce
Gregory S. Pierce

Title: VP of Legal & General Council

Date: 2/22/24

STATE OF NEW HAMPSHIRE

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 3-18-24

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar
Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: March 29, 2024

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

APR 10 2024

Signed: [Signature]

SECRETARY OF STATE

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 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: 0006570084



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 9th day of February A.D. 2024.

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

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 **United Training Commercial LLC, d/b/a New Horizons**. I hereby certify the following is a true copy of a vote taken at a meeting of the Members, duly called and held on **January 8, 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: January 8, 2024

ATTEST:


Jamie Fiely, CEO



CERTIFICATE OF LIABILITY INSURANCE

3/30/2024

DATE PERIOD (YYYY)
1/8/2024

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 kcalu@lockton.com	CONTACT NAME: PHONE (A/C No. EXT): FAX (A/C No.): E-MAIL ADDRESS:
INSURED: EDUCATE 360, LLC 1241 CUMBERLAND AVE, SUITE A WEST LAFAYETTE IN 47906	INSURER(S) AFFORDING COVERAGE: INSURER A: Atlantic Specialty Insurance Company NAIC # 27154 INSURER B: Federal Insurance Company 20281 INSURER C: Hamilton Insurance Designated Activity Company INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 20188954 **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 INSD	SUBR 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-ECT <input type="checkbox"/> LOC <input type="checkbox"/> 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) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPROP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SO-SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED/RENTED 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
CA	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED: \$0 <input checked="" type="checkbox"/> RETENTION \$ 50	N	N	711-01-83-24-0000	10/10/2023	10/10/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER: STATUTE OTHER:
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 OTHER: EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
B C	PROFESSIONAL LIABILITY CYBER	N	N	D9821625A B1180D2F12551070	7/29/2023 12/21/2022	7/29/2024 3/30/2024	SINGLE LIMIT AGG \$3,000,000 POLICY LIMIT AGG \$3,000,000 AGG \$2,000,000 RET. \$5,000

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

CERTIFICATE HOLDER **CANCELLATION** See Attachment

20188954 THE DEPARTMENT OF ADMINISTRATIVE SERVICES 25 CAPITOL STREET, ROOM 102 CONCORD NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL NAMED INSUREDS	
OTHER NAMED INSUREDS	
PROJECT MANAGEMENT ACADEMY	
UNITED TRAINING	
UNITED TRAINING COMMERCIAL, LLC DBA NEW HORIZONS	
COUNCIL FOR SIX SIGMA CERTIFICATION, LLC	
CENTER FOR CORPORATE ADVANCEMENT GROUP, LLC DBA SIX SIGMA ONLINE	
PIERIAN DATA, LLC	
VELOP LIMITED	
DBA WATERMARK LEARNING	



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3400 | Office@das.nh.gov

5A

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

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

July 19, 2023

REQUESTED ACTION

Authorize the Department of Administrative Services to exercise a contract renewal option (Contract #8002726) with United Training Commercial LLC (VC#345551), West Lafayette, IN, to extend the completion date from July 30, 2023, to July 31, 2024, with no change to the price limitation of \$300,000 for managed learning services effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on September 11, 2020, item #49.

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 was approved by the Governor and Executive Council on September 11, 2020, item #49.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for information (RFI) 2023-337 on February 9, 2023, with responses due on March 1, 2023. This RFI reached 92 vendors through the NIGP registry with an additional 17 directly sourced. There was one compliant response received from the incumbent contractor, United Training Commercial LLC (Contract #8002726).

Further analysis following review of the RFI results identified trends published by the US Bureau of Labor Statistics (Other Schools and Instruction - May 2022 OEWS Industry-Specific Occupational Employment and Wage Estimates (bls.gov)) confirmed wages have increased which would imply an increase in costs from United Training Commercial LLC. However, the incumbent United Training Commercial LLC, is willing to maintain their pricing under contract (Contract #8002726) for an additional year and collaborate in partnership with the State to monitor market conditions and extend savings where available. Based on this additional information it is recommended to extend this contract (Contract #8002726) for an additional year leveraging the contract provision to accept regular price decreases as they become available to the general trade.

His Excellency Governor Christopher T. Sununu
and the Honorable Council

Page 2 of 2

There is no change needed to the current price limitation of \$300,000.00 which is based off United Training Commercial's pricing and calculated from actual expenditures in business intelligence reports for the last three years.

Contract financials	
Current limitation	\$300,000.00
Current limitation remaining balance	\$149,210.00
One year amendment	\$50,263.33
Balance of product line items (10%)	\$5,263.35
Limitation remaining balance after one year amendment	\$93,683.32

Based on the foregoing, I am respectfully recommending approval of the contract renewal with United Training Commercial LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Request for Information (RFI)
Summary

RFI Description	Managed Learning Services	Agency	Statewide
RFI#	2023-337	Requisition#	N/A
Agent Name	Jonah Rosa	RFI Closing	3/1/2023 @ 10:00 AM

UCM	Description	United Training Commercial LLC		Expiring Contract Unit Price	
		Classroom Training Price	Online Training Price	Classroom Training Price	Online Training Price
TECHNICAL SUPPORT SPECIALIST TRAINING					
EA	A+ Certification hardware and OS	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
EA	A+ Certification hardware	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
EA	A+ Certification OS	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
EA	Network + Certification	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
EA	Security + Certification	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
EA	Microsoft Certified Desktop Technician (MCDT)	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft Certified MCAD TRAINING	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Cisco CCNA Certification	\$2,995.00	\$2,995.00	\$2,995.00	\$2,995.00
EA	Service Management Certification	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft Certified MCSE Training	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Oracle System Administrator	\$2,150.00	\$2,150.00	\$2,150.00	\$2,150.00
EA	Oracle Advanced System Administration	\$2,150.00	\$2,150.00	\$2,150.00	\$2,150.00
EA	Implementing, Managing, & Maintaining a Microsoft Windows	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Cisco CCVP, CCSP	\$4,195.00	\$4,195.00	\$4,195.00	\$4,195.00
EA	Cisco CCNA/Voice	\$4,195.00	\$4,195.00	\$4,195.00	\$4,195.00
EA	Cisco CCNA/Wireless	\$3,995.00	\$3,995.00	\$3,995.00	\$3,995.00
EA	Cisco CCNET	\$4,195.00	\$4,195.00	\$4,195.00	\$4,195.00
EA	Microsoft 7: Trouble Shooting and Support	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Advanced Implementing and Troubleshooting MPLS/VPN Networks	\$3,795.00	\$3,795.00	\$3,795.00	\$3,795.00
EA	SCNP - Security Certified Network Professional Certification	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
EA	CISSP - Certified Information Systems Security Professional Certification	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00
INFRASTRUCTURE					
EA	Microsoft SQL Server	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft SQL Server Admin and Security	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft SQL Server Query and Scripting	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft Security	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft Active Directory	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft CM	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 274-2201

Request for Information (RFI)
Summary

EA	Getting Started with Server Management in Windows Server® 2008 (Beta 3) Hands-On Lab	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Fundamentals of Windows Server 2008 Network and Applications Infrastructure	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Configuring Identity and Access Solutions with Windows Server® 2008 Active Directory®	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Managing and Maintaining Windows Server 2008 Network Infrastructure Servers	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Wireless Network Setup and Management	\$3,795.00	\$3,795.00	\$3,795.00	\$3,795.00
EA	Cisco Voice over IP (CVOICE v6.0)	\$4,195.00	\$4,195.00	\$4,195.00	\$4,195.00
EA	Implementing Cisco Unified Communications Manager Part 1 (CIST1 v6.0)	\$4,195.00	\$4,195.00	\$4,195.00	\$4,195.00
EA	Quality of Service (QoS)	\$3,695.00	\$3,695.00	\$3,695.00	\$3,695.00
EA	Implementing Cisco Voice Gateways and Gatekeepers (GWGK)	\$3,695.00	\$3,695.00	\$3,695.00	\$3,695.00
EA	Troubleshooting Cisco Unified Communications Systems (TUC v1.0)	\$4,495.00	\$4,495.00	\$4,495.00	\$4,495.00
EA	Implementing Cisco Unified Communications Manager Part 2 (CIST2 v6.0)	\$4,195.00	\$4,195.00	\$4,195.00	\$4,195.00
EA	Microsoft Exchange Server 2013 / Core Solutions	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft Exchange Server 2013 / Advanced Solutions	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft Exchange Server 2010 / Configuring, Managing and Troubleshooting	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft Exchange Server 2010 / Designing and Deploying Messaging Solutions	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Administering Windows Server 2012	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Configuring Advanced Windows Server 2012 Services	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft SQL Server Reporting Services SSRS	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft SQL Server Integration Services SSIS	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft SQL Server 2016 features	\$790.00	\$790.00	\$790.00	\$790.00
EA	Microsoft SharePoint	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Oracle Database 11g - SQL Fundamentals	\$2,150.00	\$2,150.00	\$2,150.00	\$2,150.00
EA	Oracle Database 11g - PL/SQL Fundamentals	\$2,150.00	\$2,150.00	\$2,150.00	\$2,150.00
EA	Building Cisco Service Provider Next-Generation Networks, Part 1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
EA	Building Cisco Service Provider Next-Generation Networks, Part 2	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
EA	Deploying Cisco Service Provider Advanced Network Routing v1.0	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
EA	Implementing Cisco Service Provider Next-Generation Core Network Services v1.0	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
EA	Implementing Cisco Service Provider Next-Generation Edge Network Services v1.0	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
EA	Deploying Cisco Service Provider Network Routing	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
EA	ASR 9000 Series Essentials	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
EA	ASR 1000 Series Essentials v3.1.05	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
EA	Implementing Cisco MPLS v2.3	\$3,795.00	\$3,795.00	\$3,795.00	\$3,795.00



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Request for Information (RFI)
Summary

EA	Installing and Configuring Windows Server 2012	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Administering Windows Server 2012	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Configuring Advanced Windows Server 2012 Services	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Designing and Implementing a Server Infrastructure	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Implementing an Advanced Server Infrastructure	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Implementing a Desktop Infrastructure	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft SharePoint Foundation 2013: Site User, OLL	\$396.00	\$396.00	\$396.00	\$396.00
EA	Microsoft SharePoint Foundation 2013: Site Owner, OLL	\$396.00	\$396.00	\$396.00	\$396.00
EA	Microsoft SharePoint Foundation 2013: Site Administrator, OLL	\$396.00	\$396.00	\$396.00	\$396.00
EA	Relational database design	\$236.00	\$236.00	\$236.00	\$236.00
EA	Microsoft ASP.NET	\$790.00	\$790.00	\$790.00	\$790.00
EA	Microsoft VB.NET	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft Visual Studio 2008 2.10.2012	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Fundamentals of Microsoft Server 2008 Active Directory	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Linux System Administration	\$1,904.00	\$1,904.00	\$1,904.00	\$1,904.00
EA	Microsoft .NET	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Configuring Windows Server 2008 Active Directory, Domain Services	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Linux Fundamentals	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
EA	Data Warehousing	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft Dynamics	\$790.00	\$790.00	\$790.00	\$790.00
EA	Oracle Database 11g Administration VII	\$2,156.00	\$2,156.00	\$2,156.00	\$2,156.00
SECURITY					
EA	Security Awareness Concepts and Practices	\$236.00	\$236.00	\$236.00	\$236.00
EA	Network Penetration Testing	\$2,264.00	\$2,264.00	\$2,264.00	\$2,264.00
EA	Cisco Securing Networks with ASA Advanced (SNAA)	\$3,795.00	\$3,795.00	\$3,795.00	\$3,795.00
EA	Cisco Securing Networks with ASA Fundamentals (SNAP)	\$3,795.00	\$3,795.00	\$3,795.00	\$3,795.00
EA	Cisco Securing Networks with Cisco Routers and Switches (SNRS)	\$4,195.00	\$4,195.00	\$4,195.00	\$4,195.00
EA	Cisco Implementing Cisco IOS Network Security (IINS)	\$4,495.00	\$4,495.00	\$4,495.00	\$4,495.00
EA	Cisco Securing Cisco Network Devices (SND)	\$3,995.00	\$3,995.00	\$3,995.00	\$3,995.00
EA	Wireless Security	\$4,295.00	\$4,295.00	\$4,295.00	\$4,295.00
EA	VoIP Security	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
EA	web application penetration testing	\$1,678.00	\$1,678.00	\$1,678.00	\$1,678.00
EA	Network Penetration Testing	\$2,264.00	\$2,264.00	\$2,264.00	\$2,264.00
SOFTWARE/WEB DEVELOPMENT					
EA	ASP Programming (Active Server Pages)	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Application Architecture Certification	\$1,995.00	\$1,995.00	\$1,995.00	\$1,995.00
EA	Enterprise Architecture Certification	\$2,795.00	\$2,795.00	\$2,795.00	\$2,795.00
EA	Data Architecture Certification	\$1,395.00	\$1,395.00	\$1,395.00	\$1,395.00
EA	Software Configuration Management	\$650.00	\$650.00	\$650.00	\$650.00



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Request for Information (RFI)
Summary

EA	Application Life Cycle Management	\$1,185.00	\$1,185.00	\$1,185.00	\$1,185.00
EA	Certified JAVA Developer Training	\$2,495.00	\$2,495.00	\$2,495.00	\$2,495.00
EA	XML Developer	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
EA	PERL Programming	\$2,495.00	\$2,495.00	\$2,495.00	\$2,495.00
EA	WebLogic Administration Training	\$2,895.00	\$2,895.00	\$2,895.00	\$2,895.00
EA	Eclipse IDE Training	\$2,495.00	\$2,495.00	\$2,495.00	\$2,495.00
EA	HTML & CSS 3	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Ajax	\$2,295.00	\$2,295.00	\$2,295.00	\$2,295.00
EA	Microsoft WCF services	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Microsoft Integration Services	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	PHP programming	\$2,495.00	\$2,495.00	\$2,495.00	\$2,495.00
EA	Crystal Reports	\$792.00	\$792.00	\$792.00	\$792.00
EA	Microsoft Software Engineering	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Team Foundation Server	\$1,391.00	\$1,391.00	\$1,391.00	\$1,391.00
EA	JQUERY	\$2,796.00	\$2,796.00	\$2,796.00	\$2,796.00
EA	ASP.NET Model View Controller (MVC)	\$1,975.00	\$1,975.00	\$1,975.00	\$1,975.00
EA	Bootstrap	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
EA	Designing Responsive Websites	\$650.00	\$650.00	\$650.00	\$650.00
EA	Cascading Style Sheets	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
EA	Apple iOS Developer Program	\$2,796.00	\$2,796.00	\$2,796.00	\$2,796.00
EA	Android ATC Certification	\$3,495.00	\$3,495.00	\$3,495.00	\$3,495.00
EA	Microsoft MTA	\$1,185.00	\$1,185.00	\$1,185.00	\$1,185.00
EA	Javascript	\$2,796.00	\$2,796.00	\$2,796.00	\$2,796.00
PROJECT MANAGEMENT					
EA	Project Management Fundamentals	\$476.00	\$476.00	\$476.00	\$476.00
EA	Project Management Tools	\$281.00	\$281.00	\$281.00	\$281.00
EA	Project Scope and Time Management	\$952.00	\$952.00	\$952.00	\$952.00
EA	Project Cost and Risk Management	\$952.00	\$952.00	\$952.00	\$952.00
EA	Change Management	\$316.00	\$316.00	\$316.00	\$316.00
EA	PMI Project Management Certification Training	\$1,904.00	\$1,904.00	\$1,904.00	\$1,904.00
EA	PMP Project Management Professional Certification Training	\$2,396.00	\$2,396.00	\$2,396.00	\$2,396.00
EA	BA Business Analyst Certification Training	\$1,116.00	\$1,116.00	\$1,116.00	\$1,116.00
EA	ITIL/ITSM	\$1,356.00	\$1,356.00	\$1,356.00	\$1,356.00
EA	Cisco Prime Collaboration Assurance	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00
Expiring contract limitation remaining balance		\$149,210.00		Expiring contract limitation	\$300,000.00
Estimated term spend (one year)		\$50,263.33		Cost increase/savings X% of	\$0.00
Add allowance for balance of product line		\$5,263.35		Delta, new vs. expiring	0%



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Request for Information (RFI)
Summary

Expiring contract limitation remaining balance after amendment	\$93,683.32		
--	-------------	--	--

Recommendation Summary (Applicable for Contracts Only)	
Statewide Contract or Amendment	Amendment
Term of Contract	One year
Price Limitation	\$300,000.00
Number of Solicitations Received	11
Number of Sourced Vendors	17
Number of NIGPI Vendors Sourced	92
Number of RFI Declines (with reason)	2 - we only provide language and ASL interpreting and translation services. We currently only serve UK and Europe.
P-37 Checklist Complete	yes
D&B Report Attached	no
Terms of Payment (P-card/ACH)	P-card
EOB Delivered	yes
Expiring Contract Price Limitation	No change
Total Cost Savings (\$/%)	No change

Special Notes	
---------------	--

FIRST AMENDMENT TO THE CONTRACT
BETWEEN UNITED TRAINING COMMERCIAL LLC

AND
THE STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
FOR MANAGED LEARNING SERVICES
CONTRACT # 8002726

This First Amendment (hereinafter referred to as the "Amendment"), dated this 13th day of June 2023, is by and between the State of New Hampshire Department of Administrative Services (hereinafter referred to as "the State") and United Training Commercial LLC (hereinafter referred to as "the Contractor") for Managed Learning Services.

WHEREAS, pursuant to an agreement effective September 11, 2020, set to expire July 30, 2023 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Managed Learning Services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1:7 Completion Date and substitute the following:

1-7 July 31, 2024

2. All other provisions of the Agreement approved by the Governor and Council on September 11, 2020, item # 49 shall remain in full force and effect.

UNITED TRAINING COMMERCIAL LLC

By Gregory S. Pierce
Print Name

Gregory S. Pierce
(Print Name)

Title: VP of Legal & General Counsel

Date: June 14, 2023

STATE OF NEW HAMPSHIRE

By 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 7/2/23

OFFICE OF THE ATTORNEY GENERAL

By 

Duncan A. Edgar
(Print Name)

Title: Attorney

Date: 7/5/23

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



JUL 19 2023

Signed
SECRETARY OF STATE

(Print Name)

Title: _____

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0006233771



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A. D. 2023.

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

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 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 May 24, 2023), at which a quorum of the Members were 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 for thirty (30) days from the date of this Corporate Resolution. 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: May 24, 2023

ATTEST:



Jamie Fiely, CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE REISSUED 7/06/22/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy 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 Myfo LLC 6550 West Parkway Suite 200 Kansas City, MO 64114	CONTACT David Rader David.Rader@choicemyfo.com
INSURED Educat 360 LLC Core Union Training, LLC 1241 Comberland Ave. Ste A West Lafayette, IN 47906	INSURER'S AFFORDING COVERAGE # INSURER A: Sentinel Insurance Company LTD 11000 INSURER B: Rated by Multiple Companies 00914 INSURER C: RIA Insurance Intermediaries 25763 INSURER D: Federal Insurance Co. 30281 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CU22180509 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.

LINE	TYPE OF INSURANCE	MAXIMUM RPD	MYO	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 <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. VCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			375BARH915	12/21/2022	12/21/2023	EACH OCCURRENCE: \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence): \$ 1,000,000 MED EXP (Any one person): \$ 10,000 PERSONAL & ADV INJURY: \$ 2,000,000 GENERAL AGGREGATE: \$ 4,000,000 PRODUCTS - COMPROP AGG: \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONY			375BARH915	12/21/2022	12/21/2023	COMBINED SINGLE LIMIT (EA accident): \$ 2,000,000 BODILY INJURY (Per person): \$ XXXXXXXX BODILY INJURY (Per accident): \$ XXXXXXXX PROPERTY DAMAGE (Per accident): \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIABILITY <input checked="" type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			375BARH915	12/21/2022	12/21/2023	EACH OCCURRENCE: \$ 3,000,000 AGGREGATE: \$ 3,000,000 RETENTION: \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/EMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below			37WECIC3818	12/21/2022	12/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE: \$ 1,000,000 E.L. DISEASE - POLICY LIMIT: \$ 1,000,000
C	Professional Liability (Cyber)			811800211254070	12/21/2022	12/21/2023	AGGREGATE: \$ 2,000,000 RETENTION: \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Reports Schedule, use as attached if more space is needed)
D. 08216254 Professional Liability - Single Limit Aggregate: \$3 million - Policy Aggregate Limit: \$3 million

CERTIFICATE HOLDER The Department of Administrative Services 23 Capitol St. Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Additional Named Insureds

Other Named Insureds

Project Boat Academy

Doing Business As:

United Training Commercial, LLC

Doing Business As:

ADDITIONAL COVERAGES									
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	Coverage Code	Form No.	Edition Date
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	AREM	Form No.	Edition Date
	Adj't to reconcile exp and premium								
Line 1		Line 2	Line 3	Deductible Amount	Deductible Type			Premium	\$111.00
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	INEL	Form No.	Edition Date
	Increased employer's liability								
Line 1		Line 2	Line 3	Deductible Amount	Deductible Type			Premium	\$19.00
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	INEL	Form No.	Edition Date
	Increased employer's liability								
Line 1		Line 2	Line 3	Deductible Amount	Deductible Type			Premium	\$28.00
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	AREM	Form No.	Edition Date
	Adj't to reconcile exp and premium								
Line 1		Line 2	Line 3	Deductible Amount	Deductible Type			Premium	\$28.00
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	EXCNT	Form No.	Edition Date
	Expense control								
Line 1		Line 2	Line 3	Deductible Amount	Deductible Type			Premium	\$250.00
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	INEL	Form No.	Edition Date
	Increased employer's liability								
Line 1		Line 2	Line 3	Deductible Amount	Deductible Type			Premium	\$3.00
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	RMF	Form No.	Edition Date
	Rate modification factor								
Line 1		Line 2	Line 3	Deductible Amount	Deductible Type			Premium	\$105.00
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	AREM	Form No.	Edition Date
	Adj't to reconcile exp and premium								
Line 1		Line 2	Line 3	Deductible Amount	Deductible Type			Premium	\$418.00
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	INEL	Form No.	Edition Date
	Increased employer's liability								
Line 1		Line 2	Line 3	Deductible Amount	Deductible Type			Premium	\$14.00
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	AREM	Form No.	Edition Date
	Adj't to reconcile exp and premium								
Line 1		Line 2	Line 3	Deductible Amount	Deductible Type			Premium	\$29.00
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	INEL	Form No.	Edition Date
	Increased employer's liability								
Line 1		Line 2	Line 3	Deductible Amount	Deductible Type			Premium	\$2.00
Row #	Description	Line 1	Line 2	Line 3	Deductible Amount	Deductible Type	INEL	Form No.	Edition Date
	Increased employer's liability								
Line 1		Line 2	Line 3	Deductible Amount	Deductible Type			Premium	\$2.00

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Must to receive own med. premium	AREM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$18.00
Ref #	Description	Coverage Code	Form No.	Edition Date
	Second Injury Fund	ZNDIN		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$34.00
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

OFADTLCV

EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES



This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. SENTINEL INSURANCE COMPANY LIMITED

517 SBA RH6913

12/21/21 TO 12/21/22

Type of Coverage

Business Liability including

Employees as Additional Insureds

Contractual Liability

Limited Non-Owned Watercraft

Additional Insureds

Damages To Premises Rented To You

Personal and Advertising Injury

Products/Completed Operations

Hired Auto and Non-Owned Auto

B

Comprehensive Automobile Liability
Owned Automobiles

Non-Owned Automobiles

Hired Automobiles

Uninsured Motors

C. TRUMBULL INSURANCE COMPANY

Employer's Liability

D

Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

Except that in any jurisdiction where the amount of Employer's Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employer's Liability in such jurisdiction.

Applicable Limits

Bodily Injury and Property Damage
Liability Combined
\$2,000,000 each occurrence
\$4,000,000 general aggregate

Property Damage Liability
\$1,000,000 each occurrence

\$2,000,000
\$4,000,000 Prod/Comp. Ops.
aggregate
\$2,000,000 Limit of Liability

Bodily Injury Liability

each person
each accident

Property Damage Liability

each accident

Bodily Injury and Property Damage
Liability Combined
each accident
each occurrence

37 WEC CI3919 12/21/21 TO 12/21/22

\$1,000,000 each accident
\$1,000,000 each employee by
disease
\$1,000,000 total policy by disease

49



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office: 603-271-3200

Charles M. Arlinghaus
Commissioner
(603) 271-3201

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

Catherine A. Keane
Deputy Commissioner
(603) 271-2069

August 14, 2020

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with New Horizons Computer Learning Centers d/b/a NH New Hampshire, LLC (VG-307895), of Manchester, NH for a total price not to exceed \$300,000 for managed learning services. The contract term shall be for approximately three years with the contract commencing upon Governor and Executive Council approval and expiring on July 30, 2023, with the option to extend for an additional two one-year terms.

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

EXPLANATION

The purpose of this contract is to enable State employees the ability to obtain managed learning services through classroom and online training that are beyond those courses offered through the Bureau of Education and Training (BET). In addition, for the past several years DAIT has purchased canned IT training from the State's IT software contract with Software House International (Nuggets). This contract will allow IT professionals to take specialized technical classes and receive certifications not available through the other options.

This contract is the result of Request for Bid (RFB) # 2327-21 for Managed Learning Services, which required response by June 26, 2020. There were two sections for award, one for in-person classroom training and one for interactive online training. The bid submission from New Horizon Learning Centers is the lowest cost compliant submission meeting the requirements of the RFB.

Commissioner
Charles M. Aringhaus



Respectfully submitted:

Based on the foregoing, I am, respectfully, recommending approval of the
Contact with New Horizons Computer Learning Centers, d/b/a NH New Hampshire LLC.

The Excellency, Governor Christopher P. Sununu
and the Honorable Council
August 14, 2020
Page 2 of 2

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

DATE 02/08/2021

CONTRACT FOR: Managed Learning Services

CONTRACT # 8002776

NIGP CODE 920-9100

CONTRACTOR: United Training Commercial VENDOR CODE # 143351

SUBMITTED FOR ACCEPTANCE BY:

Ryan Aubert
Digitally signed by Ryan Aubert
Date: 2021.02.08 16:16:47 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

Paul A. Rhodes
Digitally signed by Paul A. Rhodes
Date: 2021.02.09 09:21:30 -05'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



Digitally signed by Gary S. Lunetta
DN: cn=Gary S. Lunetta, o=State of New Hampshire,
ou=Division of Procurement & Support Services,
email=gslunetta@state.nh.gov, c=US
Date: 2021.02.09 14:02:27 -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 21:114, XII



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2-9-21

Bid Description	Managed Learning Services	Agency	Michigan
Bid #	2327-21	Requisition #	N/A
Agent Name	Ryan Aubert	Bid Closing	6/24/20 10:00 AM EST

NEW HORIZONS COMPUTER LEARNING		
Vendor	Classroom Training Price	Online Training Price
Microsoft SharePoint Foundation 2013 Site Administration, OLL	\$1,396.00	\$1,396.00
Relational database design	\$236.00	\$236.00
Microsoft ASP.NET	\$790.00	\$790.00
Microsoft VB.NET	\$1,975.00	\$1,975.00
Microsoft Visual Studio 2008, 2.10, 2012	\$1,975.00	\$1,975.00
Microsoft XSL Developer	\$1,975.00	\$1,975.00
Fundamentals of Microsoft Server 2008 Active Directory	\$1,975.00	\$1,975.00
Configuring and Troubleshooting Internet Information Services 7.0 in Windows Server® 2008	N/A	N/A
Linux System Administration	\$1,904.00	\$1,904.00
Microsoft .NET	\$1,975.00	\$1,975.00
Microsoft Windows Mobile Environment	N/A	N/A
Configuring Windows Server 2008 Active Directory Domain Services	\$1,975.00	\$1,975.00
Linux Fundamentals	\$1,700.00	\$1,700.00
Linux Networking	\$1,700.00	\$1,700.00
Data Warehousing	\$1,975.00	\$1,975.00
Microsoft Dynamics	\$790.00	\$790.00
Oracle Application Express	N/A	N/A
Oracle Database 11g: Administration I	\$2,156.00	\$2,156.00
Oracle Database 11g: Performance Tuning	N/A	N/A
Oracle Database 11g: Security	N/A	N/A
Oracle Database 12c: Performance Management and Tuning	N/A	N/A
Oracle Database 12c: New Features for Administrators	N/A	N/A
SECURITY		
Security Awareness Concepts and Practices	\$236.00	\$236.00
Network Penetration Testing	\$2,264.00	\$2,264.00
Cisco Securing Networks with ASA Advanced (SNA)	\$3,795.00	\$3,795.00
Cisco Securing Networks with ASA Fundamentals (SNAF)	\$3,795.00	\$3,795.00
Cisco Securing Networks with Cisco Routers and Switches (SRS)	\$4,195.00	\$4,195.00
Cisco Implementing Cisco IOS Network Security (SND)	\$4,495.00	\$4,495.00
Cisco Securing Cisco Network Devices (SND)	\$3,995.00	\$3,995.00
Wireless Security	\$4,295.00	\$4,295.00
Essentials of Network Security	N/A	N/A
Perimeter Protection	N/A	N/A
Enterprise Security Architecture and Assessment	N/A	N/A
VoIP Security	\$4,000.00	\$4,000.00
IPSec/MCAfee Network Security (Intrusika) Training	N/A	N/A
Certified Security Software Lifecycle Professional	N/A	N/A
web application penetration testing	\$1,478.00	\$1,478.00
Network Penetration Testing	\$2,264.00	\$2,264.00
SOFTWARE/WEB DEVELOPMENT		

Bid Description	Managed Learning Services	Agency	Statewide
Bid #	1327-71	Requirement #	N/A
Agent Name	Ryan Aubert	Bid Closing	4/26/20 10:00 AM EST

NEW HORIZONS COMPUTER LEARNING		
Vendor	Classroom Training Price	Online Training Price
TECHNICAL SUPPORT SPECIALIST TRAINING		
A* Certification hardware and OS	\$1,700.00	\$1,700.00
A* Certification hardware	\$1,700.00	\$1,700.00
A* Certification OS	\$1,700.00	\$1,700.00
Network + Certification	\$1,700.00	\$1,700.00
Security + Certification	\$1,700.00	\$1,700.00
Microsoft Certified Desktop Technician (MCDT)	\$1,975.00	\$1,975.00
Microsoft Certified IT Technician	\$1,975.00	\$1,975.00
CCNA CCNA Certification	\$2,995.00	\$4,995.00
Service Management Certification	\$1,975.00	\$1,975.00
Microsoft Certified MCSE Training	\$1,975.00	\$1,975.00
Oracle System Administrator	\$2,150.00	\$2,150.00
Oracle Advanced System Administration	\$2,150.00	\$2,150.00
Oracle DB Design	N/A	N/A
Implementing, Managing & Maintaining a Microsoft Windows	\$1,975.00	\$1,975.00
Cisco CCVP/CCIP	\$4,195.00	\$4,195.00
CCNA CCNA Voice	\$4,195.00	\$4,195.00
CCNA CCNA Wireless	\$3,995.00	\$3,995.00
CCNET	\$4,195.00	\$4,195.00
Microsoft 7: trouble Shooting and Support	\$1,975.00	\$1,975.00
Advanced Implementing and troubleshooting MPLS VPN Networks	\$3,795.00	\$3,795.00
SCNP - Security Certified Network Professional Certification	\$4,000.00	\$4,000.00
CISSP - Certified Information Systems Security Professional Certification	\$2,300.00	\$2,300.00
INFRASTRUCTURE		
Microsoft SQL Server	\$1,975.00	\$1,975.00
Microsoft SQL Server Admin and Security	\$1,975.00	\$1,975.00
Microsoft SQL Server Query and Scripting	\$1,975.00	\$1,975.00
Microsoft Security	\$1,975.00	\$1,975.00
Microsoft Active Directory	\$1,975.00	\$1,975.00
Microsoft CP	\$1,975.00	\$1,975.00
Getting Started with Server Management in Windows Server® 2008 (Beta 3) Hands-On Lab	\$1,975.00	\$1,975.00
Fundamentals of Windows Server 2008 Network and Applications Infrastructure	\$1,975.00	\$1,975.00
Configuring Identity and Access Solutions with Windows Server® 2008 Active Directory	\$1,975.00	\$1,975.00
Managing and Monitoring Windows Server 2008 Network Infrastructure Servers	\$1,975.00	\$1,975.00
Wireless Network Setup and Management	\$3,795.00	\$3,795.00
Cisco Voice over IP (VOICE v6.0)	\$4,195.00	\$4,195.00
Implementing Cisco Unified Communications Manager Part 1 (CIP1 v6.0)	\$4,195.00	\$4,195.00

Bid Description	Managed Learning Services	Agency	Statewide
Bid #	2327-21	Requisition #	N/A
Agent Name	Ryan Auber	Bid Closing	6/26/20 10:00 AM EST

NEW HORIZONS COMPUTER LEARNING		
Vendor	Classroom Training Price	Online Training Price
Apple iOS Developer Program	\$2,796.00	\$2,796.00
Android ATC Certification	\$3,495.00	\$3,495.00
Microsoft MCPD Windows Phone Developer	N/A	N/A
Microsoft MTA	\$1185.00	\$1185.00
Java	\$2,796.00	\$2,796.00
PROJECT MANAGEMENT		
Project Management Fundamentals	\$476.00	\$476.00
Project Management Tools	\$261.00	\$261.00
Project Scope and Time Management	\$952.00	\$952.00
Project Integration and Leadership	N/A	N/A
Project Human Resources and Procurement Management	N/A	N/A
Project Cost and Risk Management	\$952.00	\$952.00
Project Communication and Quality Management	N/A	N/A
Change Management	\$314.00	\$314.00
Risk Management	N/A	N/A
Performance Measurement and Metrics	N/A	N/A
PMP Project Management Certification Training	\$1,904.00	\$1,904.00
PMI Project Management Professional Certification Training	\$2,396.00	\$2,396.00
SPR - Business Process Reengineering Certification	N/A	N/A
SPM - Business Process Modeler Certification Training	N/A	N/A
BA - Business Analyst Certification Training	\$1,114.00	\$1,114.00
IL/ITSM	\$356.00	\$356.00
Cloud Prime Collaboration Assurance	\$3,750.00	\$3,750.00
Statewide - The Pursuit of Organizational Excellence	N/A	N/A
Technology Management	N/A	N/A



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

August 12, 2020

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

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with New Horizons Computer Learning Centers d/b/a NH New Hampshire, LLC as described below and referenced as DoIT No. 2021-004.

NH New Hampshire, LLC agrees to provide the State of New Hampshire with Managed Learning Services. This statewide contract will allow agencies the ability to obtain a wide variety of Professional Technical Training Services in either a classroom training environment or an interactive online training environment.

The price limitation of this contract is \$300,000 and shall become effective upon Governor and Executive Council approval through July 30, 2023.

A copy of this letter should accompany the Department of Administrative Services' contract documentation through the approval process.

Sincerely,


for
Denis Goulet

DG/lk
DoIT #2021-004

cc: Ryan Aubert, DAS/BoPP

"Innovative Technologies Today for New Hampshire's Tomorrow"

Assignment and Assumption Agreement
Contract # 8062726 with NEW HORIZONS NEW HAMPSHIRE LLC D/B/A NEW HORIZONS COMPUTER
LEARNING CENTERS

This Assignment and Assumption Agreement ("Assignment") is made as of this 12 day of January, 2021 (the "Effective Date"), by and among United Training Commercial LLC ("Assignee") and New Horizons New Hampshire LLC ("Assignor")

RECITALS

WHEREAS the State of New Hampshire and the Assignor entered into an agreement (the "Agreement") for Managed Learning Services on September 11, 2020, with Agreement set to expire July 30, 2023; 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.

United Training Commercial LLC

By James P. Cox

James Cox

(Print Name)

Title: Vice President of Sales

Date: 01/12/2021

New Horizons New Hampshire LLC d/b/a
New Horizons Computer Learning
Centers

By Mark A. McManus Jr.

Mark A. McManus Jr.

(Print Name)

Title: President/CEO

Date: 01/12/2021

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. Aringhaus

Charles M. Aringhaus

(Print Name)

Title: Commissioner
Department of Administrative Services

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

I. IDENTIFICATION:

1.1 State Agency Name State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		2. State Agency Address State House Annex, Room 102 5 Capital Street Concord, NH 03301	
1.3 Contractor Name NH New Hampshire LLC		4. Contractor Address 460 Amherst Street Rashua, NH 03063	
1.5 Contractor Phone Number 603-324-6263	1.6 Account Number Various	7. Completion Date July 30, 2023	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature Date: 7/20/20		1.12 Name and Title of Contractor Signatory Mark McManus, Jr. Chief Executive Officer	
1.13 State Agency Signature Date: 8/14/20		1.14 Name and Title of State Agency Signatory Charles M. Adinghais	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ On: _____ Director, Os.			
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: DEPUTY SECRETARY OF STATE SEP 14 2020			

Nicole Die 7/20/20
NICOLE DIE
NOTARY PUBLIC, STATE OF NH
COUNTY OF WAYNE
MY COMMISSION EXPIRES APR 28, 2023
ACTING IN COUNTY OF WAYNE

Contractor Initials *h.m.*
Date 7/20/20

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 of 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.

Date 1/20/70

Contractor Initials *MM*

Page 5 of 16

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of the contract.

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

NH New Hampshire LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State") Department of Administrative Services with Managed Learning Services in accordance with the bid submission in response to State Request for Bid #2327-21 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: RFB 2327-21

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," and (5) EXHIBIT D "RFB 2327-21."

3. TERM OF CONTRACT

This contract shall commence upon execution by the Commissioner of Administrative Services and shall continue thereafter through July 30, 2023, a period of approximately three (3) years.

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

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The purpose of this Contract is to provide a wide variety of IT Professional Technical Training Services consistent with all specifications set forth in the State of New Hampshire Contract Terms and Conditions.

Contractor shall possess appropriate certification to teach any given course.

CONTRACTOR SITE TRAINING for the CLASSROOM TRAINING

Training shall be offered at a permanent Contractor facility in New Hampshire. It will not be acceptable to propose setting up a temporary site for specific classes in a rented facility, such as a hotel.

STATE-SITE TRAINING for the CLASSROOM TRAINING

The instructor shall be prepared to work with the State network administration staff to configure and install any software and equipment. The cost of setup shall be included in the pricing of this Contract.

ONLINE TRAINING

Web-Classroom training shall be defined as classroom interactive with web feed to enable students to interact with instructor. Web-Remote training shall be defined as self-study, individual training without interactive link.

General Requirements

Contractor must hold Microsoft Silver Certified Partner (or better) certifications.

A Course description and syllabus for each course offering shall be available to State agencies upon request. Contractor shall indicate the course materials that will be provided for each course (i.e. books, documentation, CDs, web access).

It shall be the responsibility of the Contractor to work with the individual State agency training manager or coordinator to evaluate the current and desired skill level of agency participants scheduled for training in a course. This will aid in the determination of the class skill level requirements for a scheduled course.

The Contractor shall prepare and distribute evaluation forms to all participants in any class. The completed forms shall be returned to the State within seven (7) business days of the class.

COURSE EVALUATION REPORT FOR COURSES PRESENTED AT STATE SITES

Within two (2) weeks from the end of any class presented at a State training site, the Contractor must submit a report with class participant assessments to the using State agency training manager or coordinator. The report shall include the student evaluations of the class instructor and course. The Contractor shall also include an assessment of the class effectiveness with regard to the increase in participant's skill level. In addition, the Contractor may make recommendations for maintaining or strengthening these skills.

CONTRACTOR STAFF PERFORMANCE

Experienced instructors with the appropriate certifications and experience shall teach all classes offered by the Contractor. The State reserves the right to interview Contractor staff or supporting staff proposed for work on any course provided, and may request the removal of any Contractor employee who fails to perform at acceptable levels. The Contractor will immediately remove said individual from the project. The Contractor will have seven (7) business days to provide resumes of proposed candidates with the same or greater skill set at the same or lesser rate. This will not result in any increased cost to the State.

ADDITIONAL REQUIREMENTS

All services performed under this Contract shall be performed between the hours of 7:30 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 shall be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

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.

The Contractor or their personnel shall not represent themselves as employees or agents of the State. While on State property, Contractor 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.

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

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

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract drawings.

The Contractor shall take all responsibility for the work under this contract for the protection of the work, and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work, or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

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 RFB #2327-21 as described herein, and under the terms of this Contract.

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 Managed Learning services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of **\$300,000.00**. This figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37, Block 17.

2. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the classes required and the applicable technical qualifications. Contractor shall return quotes within three (3) business days. The quoted class rates shall not exceed the rates established under this Contract. Class rates are fully loaded and shall include all travel, class materials, etc. needed to perform the required training.

	Classroom Training Environment	Classroom Training Environment	Web Training Environment	Web Training Environment
	Cost	Course Length in Days	Cost	Course Length in Days
TECHNICAL SUPPORT SPECIALIST TRAINING PROGRAM				
A+ Certification hardware and OS	\$1,700	5 Days	\$1,700	5 Days
A+ Certification hardware CompTIA A+ Certification - Part 1	\$1,700	5 Days	\$1,700	5 Days
A+ Certification OS CompTIA A+ Certification - Part 2	\$1,700	5 Days	\$1,700	5 Days
Network + Certification	\$1,700	5 Days	\$1,700	5 Days
Security + Certification	\$1,700	5 Days	\$1,700	5 Days
Microsoft Certified Desktop Technician (MCDT)	\$1,975	5 Days	\$1,975	5 Days
Managing Modern Desktops	\$1,975	5 Days	\$1,975	5 Days
Microsoft Certified MCAD Training	\$1,975	5 Days	\$1,975	5 Days
Programming in C#	\$1,975	5 Days	\$1,975	5 Days
Developing ASP.NET MVC 5 Web Applications	\$1,975	5 Days	\$1,975	5 Days
Developing Windows Azure and Web Services	\$1,975	5 Days	\$1,975	5 Days
Cisco CCNA Certification	\$2,955	5 Days	\$2,955	15 Days
Service Management Certification	\$1,975	5 Days	\$1,975	5 Days
Microsoft Certified MCSE Training	\$1,975	5 Days	\$1,975	5 Days
MCSE	\$1,975	5 Days	\$1,975	5 Days
MCSE Productivity Solutions Expert	\$1,975	5 Days	\$1,975	5 Days
Oracle System Administrator	\$2,150	5 Days	\$2,150	5 Days
Oracle Advanced System Administration	\$2,150	5 Days	\$2,150	5 Days
Implementing, Managing & Maintaining a Microsoft Windows	\$1,975	5 Days	\$1,975	5 Days
Upgrading Your Skills to Windows Server 2016 MCSA	\$1,975	5 Days	\$1,975	5 Days
Cisco CCVP CCSP	\$4,195	5 Days	\$4,195	5 Days

Implementing Cisco Collaboration Cloud and Edge Solutions	\$4,195	5 Days	\$4,195	5 Days
Cisco CCNA Voice	\$4,195	5 Days	\$4,195	5 Days
Cisco CCNA Wireless	\$3,995	5 Days	\$3,995	5 Days
Cisco CCNET	\$4,195	5 Days	\$4,195	5 Days
Microsoft 7 Troubleshooting and Support	\$1,975	5 Days	\$1,975	5 Days
Advanced Implementing and Troubleshooting MPLS VPN Networks	\$3,795	5 Days	\$3,795	5 Days
SCNP - Security Certified Network Professional Certification	\$4,000	5 Days	\$4,000	5 Days
CISSP - Certified Information Systems Security Professional Certification	\$2,300	5 Days	\$2,300	5 Days
INFRASTRUCTURE				
Microsoft SQL Server	\$1,975	5 Days	\$1,975	5 Days
Microsoft SQL Server Admin and Security	\$1,975	5 Days	\$1,975	5 Days
Microsoft SQL Server Query and Scripting	\$1,975	5 Days	\$1,975	5 Days
Querying Data with Transact SQL	\$1,975	5 Days	\$1,975	5 Days
Microsoft Security	\$1,975	5 Days	\$1,975	5 Days
Securing Windows Server 2016	\$1,975	5 Days	\$1,975	5 Days
Microsoft Active Directory	\$1,975	5 Days	\$1,975	5 Days
Microsoft C#	\$1,975	5 Days	\$1,975	5 Days
Getting Started with Server Management in Windows Server® 2008 (Beta 3) Hands-On Lab	\$1,975	5 Days	\$1,975	5 Days
Fundamentals of Windows Server 2008 Network and Applications Infrastructure	\$1,975	5 Days	\$1,975	5 Days
Configuring Identity and Access Solutions with Windows Server® 2008 Active Directory®	\$1,975	5 Days	\$1,975	5 Days
Managing and Maintaining Windows Server 2008 Network Infrastructure Servers	\$1,975	5 Days	\$1,975	5 Days
Wireless Network Set-up and Management	\$3,795	5 Days	\$3,795	5 Days
Cisco Voice over IP (CVOICE v6.0)	\$4,195	5 Days	\$4,195	5 Days
Implementing Cisco Unified Communications Manager Part 1 (CIP1 v6.0)	\$4,195	5 Days	\$4,195	5 Days
Quality of Service (QoS)	\$3,695	5 Days	\$3,695	5 Days
Implementing Cisco Voice Gateways and Gatekeepers (GWGK)	\$3,895	5 Days	\$3,895	5 Days
Troubleshooting Cisco Unified Communications Systems (TUC v1.0)	\$4,495	5 Days	\$4,495	5 Days
Implementing Cisco Unified Communications Manager Part 2 (CIP2 v6.0)	\$4,195	5 Days	\$4,195	5 Days
Microsoft Exchange Server 2013 / Core Solutions	\$1,975	5 Days	\$1,975	5 Days
Microsoft Exchange Server 2013 / Advanced Solutions	\$1,975	5 Days	\$1,975	5 Days
Microsoft Exchange Server 2010 / Configuring, Managing and Troubleshooting	\$1,975	5 Days	\$1,975	5 Days
Microsoft Exchange Server 2010 / Designing and Deploying Messaging Solutions	\$1,975	5 Days	\$1,975	5 Days
Administering Windows Server 2012	\$1,975	5 Days	\$1,975	5 Days

Contractor Initials MM
Date 7/20/20

Configuring Advanced Windows Server 2012 Services	\$1,975	5 Days	\$1,975	5 Days
Networking with Windows Server 2016	\$1,975	5 Days	\$1,975	5 Days
Microsoft SQL Server Reporting Services (SSRS)	\$1,975	5 Days	\$1,975	5 Days
Writing Reports with Report Builder and SSRS (Level 1)	\$790	2 Days	\$790	2 Days
Writing Reports with Report Builder and SSRS (Level 2)	\$790	2 Days	\$790	2 Days
Microsoft SQL Server Integration Services (SSIS)	\$1,975	5 Days	\$1,975	5 Days
Implementing a SQL Data Warehouse	\$1,975	5 Days	\$1,975	5 Days
Microsoft SQL Server 2015 Features	\$790	2 Days	\$790	2 Days
Microsoft SharePoint	\$1,975	5 Days	\$1,975	5 Days
Advanced Technologies of SharePoint 2016	\$1,975	5 Days	\$1,975	5 Days
Oracle Database 11g - SQL Fundamentals	\$2,150	5 Days	\$2,150	5 Days
Oracle Database 11g - PL/SQL Fundamentals	\$2,150	5 Days	\$2,150	5 Days
Building Cisco Service Provider Next-Generation Networks, Part 1	\$4,500	5 Days	\$4,500	5 Days
Building Cisco Service Provider Next-Generation Networks, Part 2	\$4,500	5 Days	\$4,500	5 Days
Deploying Cisco Service Provider Advanced Network Routing v1.0	\$4,500	5 Days	\$4,500	5 Days
Implementing Cisco Service Provider Next-Generation Core Network Services v1.0	\$4,500	5 Days	\$4,500	5 Days
Implementing Cisco Service Provider Next-Generation Edge Network Services v1.0	\$3,000	3 Days	\$3,000	3 Days
Deploying Cisco Service Provider Network Routing	\$4,500	5 Days	\$4,500	5 Days
ASR 9000 Series Essentials	\$4,000	5 Days	\$4,000	5 Days
ASR 1000 Series Essentials v3.1.0S	\$3,500	4 Days	\$3,500	4 Days
Implementing Cisco MPLS v2.3	\$3,795	5 Days	\$3,795	5 Days
Installing and Configuring Windows Server 2012	\$1,975	5 Days	\$1,975	5 Days
Administering Windows Server 2012	\$1,975	5 Days	\$1,975	5 Days
Configuring Advanced Windows Server 2012 Services	\$1,975	5 Days	\$1,975	5 Days
Designing and Implementing a Server Infrastructure	\$1,975	5 Days	\$1,975	5 Days
Implementing an Advanced Server Infrastructure	\$1,975	5 Days	\$1,975	5 Days
Implementing a Desktop Infrastructure	\$1,975	5 Days	\$1,975	5 Days
Managing Modern Desktops	\$1,975	5 Days	\$1,975	5 Days
Microsoft SharePoint Foundation 2013	\$396	1 Day	\$396	1 Day
Microsoft SharePoint Foundation 2013 Site Administrator, OLL	\$396	1 Day	\$396	1 Day
Relational database design	\$236	1 Day	\$236	1 Day
Microsoft ASP.NET	\$790	2 Days	\$790	2 Days
Microsoft VB.NET	\$1,975	5 Days	\$1,975	5 Days
Microsoft Visual Studio 2008, 2010, 2012	\$1,975	5 Days	\$1,975	5 Days

Contractor Initials *mm*
Date 7/20/20

Fundamentals of Microsoft Server 2008 Active Directory	\$1,975	5 Days	\$1,975	5 Days
Linux System Administration SSIBZ/Linux System Administration	\$1,904	4 Days	\$1,904	4 Days
Microsoft .NET (Various files available)	\$1,975	5 Days	\$1,975	5 Days
Configuring Windows Server 2008 Active Directory Domain Services (Retiring 6/30/2020)	\$1,975	5 Days	\$1,975	5 Days
Identity with Windows Server 2016	\$1,975	5 Days	\$1,975	5 Days
Linux Fundamentals	\$1,700	4 Days	\$1,700	4 Days
Data Warehousing	\$1,975	5 Days	\$1,975	5 Days
Implementing a SQL Data Warehouse	\$1,975	5 Days	\$1,975	5 Days
Microsoft Dynamics	\$790	2 Days	\$790	2 Days
Microsoft Power Platform Dynamics 365 Core	\$1,975	5 Days	\$1,975	5 Days
Oracle Database 11g Administration (All)	\$2,156	5 Days	\$2,156	5 Days
Oracle Database 12c	\$2,156	5 Days	\$2,156	5 Days
SECURITY				
Security Awareness Concepts and Practices	\$236	1/2 day	\$236	1/2 day
Network Penetration Testing	\$2,264	5 Days	\$2,264	5 Days
Cisco Securing Networks with ASA Advanced (SNAA)	\$3,795	5 Days	\$3,795	5 Days
Cisco Securing Networks with ASA Fundamentals (SNAF)	\$3,795	5 Days	\$3,795	5 Days
Cisco Securing Networks with Cisco Routers and Switches (SNRS)	\$4,195	5 Days	\$4,195	5 Days
Cisco Implementing Cisco IOS Network Security (IINS)	\$4,495	5 Days	\$4,495	5 Days
Cisco Securing Cisco Network Devices (SND)	\$3,995	5 Days	\$3,995	5 Days
Wireless Security	\$4,295	5 Days	\$4,295	5 Days
VoIP Security	\$4,000	5 Days	\$4,000	5 Days
Web application penetration testing	\$1,678	3 Days	\$1,678	3 Days
Network Penetration Testing	\$2,264	5 Days	\$2,264	5 Days
SOFTWARE / WEB DEVELOPMENT				
ASP Programming (Active Server Pages)	\$1,975	5 Days	\$1,975	5 Days
Developing Windows Azure and Web Services	\$1,975	5 Days	\$1,975	5 Days
Developing Solutions for Microsoft Azure	\$1,975	5 Days	\$1,975	5 Days
Azure DevOps Engineer	\$2,765	5 Days	\$2,765	5 Days
Application Architecture Certification	\$1,995	3 Days	\$1,995	3 Days
Enterprise Architecture Certification	\$2,795	4 Days	\$2,795	4 Days
Data Architecture Certification	\$1,395	2 Days	\$1,395	2 Days
Software Configuration Management	\$650	1 Day	\$650	1 Day
Application Life Cycle Management	\$1,185	3 Days	\$1,185	3 Days
Certified JAVA Developer Training	\$2,495	5 Days	\$2,495	5 Days
Java Programming Essentials for Developers New to OO	\$2,495	5 Days	\$2,495	5 Days
Fast Track to Core Java for OO Developers	\$2,495	4 Days	\$2,495	4 Days
XML Developer	\$1,495	3 Days	\$1,495	3 Days
Advanced XML / XSLT	\$1,295	2 Days	\$1,295	2 Days
PERL Programming	\$2,495	4 Days	\$2,495	4 Days

Next Level Perl Programming	\$2,495	4 Days	\$2,495	4 Days
WebLogic Administration Training	\$2,895	5 Days	\$2,895	5 Days
Advanced WebLogic Sys Admin	\$2,795	4 Days	\$2,795	4 Days
Eclipse IDE Training	\$2,495	5 Days	\$2,495	5 Days
HTML5, CSS3	\$1,975	5 Days	\$1,975	5 Days
Adobe Flash CS6	\$2,295	5 Days	\$2,295	5 Days
Microsoft WCF services	\$1,975	5 Days	\$1,975	5 Days
Microsoft Integration Services	\$1,975	5 Days	\$1,975	5 Days
PHP programming	\$2,495	4 Days	\$2,495	4 Days
PHP Intermediate	\$2,495	4 Days	\$2,495	4 Days
Crystal Reports	\$792	2 Days	\$792	2 Days
Crystal Reports 2016 - Part 2	\$792	2 Days	\$792	2 Days
Microsoft Software Engineering	\$1,975	5 Days	\$1,975	5 Days
Developing Windows Azure and Web Services	\$1,975	5 Days	\$1,975	5 Days
Developing Solutions for Microsoft Azure	\$1,975	5 Days	\$1,975	5 Days
Azure DevOps Engineer	\$2,765	5 Days	\$2,765	5 Days
Team Foundation Server	\$1,391	3 Days	\$1,391	3 Days
JQUERY	\$2,796	5 Days	\$2,796	5 Days
ASP.NET Model View Controller (MVC)	\$1,975	5 Days	\$1,975	5 Days
Bootstrap	\$1,495	2 Days	\$1,495	2 Days
Responsive (Mobile) Web Design with Bootstrap	\$450	1 Day	\$450	1 Day
Designing Responsive Websites	\$1,495	3 Days	\$1,495	3 Days
Cascading Style Sheets	\$1,295	2 Days	\$1,295	2 Days
Web Essentials with HTML5, CSS3 & Javascript	\$1,495	3 Days	\$1,495	3 Days
Apple iOS Developer Program	\$2,796	5 Days	\$2,796	5 Days
Android ATC Certification	\$3,495	5 Days	\$3,495	5 Days
Microsoft MTA	\$1,185	3 Days	\$1,185	3 Days
Networking and Security Fundamentals	\$1,975	5 Days	\$1,975	5 Days
Javascript	\$2,796	5 Days	\$2,796	5 Days
PROJECT MANAGEMENT				
Project Management Fundamentals	\$476	1 Day	\$476	1 Day
Project Management Tools				
Microsoft Project 2016 - Part 1	\$261	1 Day	\$261	1 Day
Microsoft Project 2016 - Part 2	\$261	1 Day	\$261	1 Day
Project Scope and Time Management	\$952	2 Days	\$952	2 Days
Project Cost and Risk Management	\$952	2 Days	\$952	2 Days
Change Management	\$316	1 Day	\$316	1 Day
PMI Project Management Certification Training	\$1,904	4 Days	\$1,904	4 Days
PMP Project Management Professional Certification Training	\$2,396	5 Days	\$2,396	5 Days
BA Business Analyst Certification Training	\$1,116	2 Days	\$1,116	2 Days
ITIL/ITSM	\$1,356	2 Days	\$1,356	2 Days
Cisco Prime Collaboration Assurance	\$3,750	5 Days	\$3,750	5 Days

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the course and individuals who attended.

5. PAYMENT

Payment method (P-Card or ACH) Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/rate-vendors/index.htm>

EXHIBIT D

RFB #2327-21 is incorporated here within.

Contractor Initials MM

Date 7/20/20

Business Information

Business Details

Business Name: UNITED TRAINING COMMERCIAL LLC

Business Type: Foreign Limited Liability Company

Business Creation Date: 02/04/2021

Date of Formation in Jurisdiction: 06/01/2020

Principal Office Address: 707 Landa Street, New Braunfels, TX 78130, USA

Citizenship / State of Formation: Foreign/Texas

Duration: Perpetual

Business Email: tiffani.koppenol@unitedtraining.com

Notification Email: tiffani.koppenol@unitedtraining.com

Business ID: 862129

Business Status: Good Standing

Name in State of Formation: UNITED TRAINING COMMERCIAL LLC

Mailing Address: 707 Landa Street, New Braunfels, TX 78130, USA

Last Annual Report Year: N/A

Next Report Year: 2022

Phone #: 830-632-3340

Fiscal Year End Date: NONE

Principal Purpose

S.No. NAICS Code

1 Educational Services

Page 1 of 1 records 1 to 1 of 1

NAICS Subcode

Computer Training

Principals Information

Name/Title	Business Address
Jamie Fiely / President	460 Amherst St, Nashua, NH, 03063, USA
Jamie Fiely / President	460 Amherst St, Nashua, NH, 03063, USA

Page 1 of 1 records 1 to 2 of 2



707 Landa ST
New Braunfels, TX 78130
830-632-3340

01/19/2021

State of New Hampshire
Department of Administrative Services
Bureau of Purchasing and Property

RE: Contract Authority Authorization

The following Vice President of Sales has contract signature and negotiation authority to execute contracts with the State of New Hampshire, such as re-assigned contract #8002726. This assumption was executed on January 12, 2021, and this authority authorization was valid prior to its execution. This authority also extends toward any future contract with the State of New Hampshire.

James Cox, Vice President of Sales
James.Cox@unitedtraining.com

For additional information or clarification, please contact me directly at
Jamie.Fiely@unitedtraining.com

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie Fiely".

Jamie Fiely
President



CERTIFICATE OF LIABILITY INSURANCE

DATE REVISION
01/19/15

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 endorsement 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 Biscayne Blvd, Suite 2100
Miami, FL 33131-2937

CONTACT:
Aon Risk Services, Inc. of Florida
P.O. Box 1000
J.C. No. Exp: 800-743-9130 FAX: 800-572-7514
ADDRESS: ADP COLCenter@Aon.com

INSURED:
ADP TotalSource FL, LLC, Inc.
10200 Barnard Drive
Miami, FL 33173
ALTERNATE EMPLOYER:
United Training Commercial LLC
707 Lander Ct.
New Orleans, LA 70120

INSURER A	INSURER B	INSURER C	INSURER D	INSURER E	INSURER F
New Hampshire Ins Co					

COVERAGES **CERTIFICATE NUMBER:** 32102212 **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.

ORDER LTR	TYPE OF INSURANCE	AGL RSR	WVD	POLICY NUMBER	POLICY EFF (MMDDYYTT)	POLICY EXP (MMDDYYTT)	LIMITS
1	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Eq occurrence) MED EXP (Any and Person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS, COMPROP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER <input type="checkbox"/>						COMBINED SINGLE LIMIT (Eq accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT 2,000,000 E.L. DISEASE - EA EMPLOYEE 2,000,000 E.L. DISEASE - POLICY LIMIT 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER UNDER EXCLUDED? <input type="checkbox"/> (Mandatory in HI) DESCRIPTION OF OPERATIONS	Y/N	N/A	W/C 027115080 TX	07/31/10	07/31/21	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule 1)
All worksite employees working for UNITED TRAINING COMMERCIAL LLC, and under ADP TOTAL SOURCE LLC is an alternate employer under this policy.
Any be attached if more space is required.
Inc. is project, and general under the above stated policy. UNITED TRAINING COMMERCIAL

CERTIFICATE HOLDER
State of New Hampshire Automobile Services
23 Capitol Street
Concord, NH 03301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Aon Risk Services, Inc. of Florida