



State of New Hampshire

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

67 mlu

ROBERT L. QUINN
COMMISSIONER OF
SAFETY

July 20, 2021

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

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police (NHSP) to enter into a contract with Utility Associates, Inc. (VC#353931 B001) in the amount of \$3,372,600.00 to implement a new Digital Evidence Management System for NHSP. Effective upon Governor and Executive Council approval through October 31, 2026 with an option to extend for one (1) two (2) year period at the sole option of the State and with Governor and Council approval. Funding source: 52.30% General Funds, 34.35% Highway Funds, 12.08% Turnpike Funds, 1.27% Agency Funds.

Funds are available in the SFY2022 operating budget and contingent upon availability and continued appropriations in SFY2023 through SFY2027 with authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

	SFY2022	SFY2023	SFY2024	SFY2025	SFY2026	SFY2027
02-23-23-2340-40030000 Traffic Bureau 103-502664 Contracts for Operational Serv	\$204,090	\$272,120	\$272,120	\$272,120	\$272,120	\$68,030
02-23-23-2340-40100000 Enforcement 103-502664 Contracts for Operational Serv	\$117,315	\$156,420	\$156,420	\$156,420	\$156,420	\$39,105
02-23-23-2340-23050000 Commercial Enforce 103-502664 Contracts for Operational Serv	\$63,045	\$84,060	\$84,060	\$84,060	\$84,060	\$21,015
02-23-23-2340-54120000 Detective Bureau 103-502664 Contracts for Operational Serv	\$49,410	\$65,880	\$65,880	\$65,880	\$65,880	\$16,470
02-23-23-2340-20640000 Substance Abuse Enf 103-502664 Contracts for Operational Serv	\$14,040	\$18,720	\$18,720	\$18,720	\$18,720	\$4,680
02-23-23-2340-40030000 Traffic Bureau 039-500187 Telecomm Networking	\$27,750	\$37,000	\$37,000	\$37,000	\$37,000	\$9,250
02-23-23-2340-40100000 Enforcement 039-500187 Telecomm Networking	\$28,350	\$37,800	\$37,800	\$37,800	\$37,800	\$9,450
02-23-23-2340-23050000 Commercial Enforce 039-500187 Telecomm Networking	\$1,890	\$2,520	\$2,520	\$2,520	\$2,520	\$630
	\$505,890	\$674,520	\$674,520	\$674,520	\$674,520	\$168,630
					Total	\$3,372,600

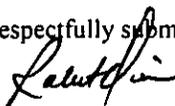
EXPLANATION

This contract provides a new hosted digital evidence management system, that includes body worn and in vehicle cameras, a wireless communications network and associated hardware and software for NHSP. This new platform will serve as the primary camera and digital evidence management system to support NHSP daily operations and will be the system of record to store and manage all digital evidence collected during their responses to events. This contract includes the cost of implementation and 5-years of software subscription, maintenance, and support services for 320 body cameras, 522 vehicle cameras (2 per vehicle), 31 designated wireless access points, a hosted video repository system with interface to the NHSP Computer Aided Dispatch and Records Management System (CAD/RMS), and software required to process digital evidence.

System implementation and acceptance is expected in the fall of 2021 with monthly service payments based on operational unit counts. NHSP intends to periodically return to the Executive Council as needed to amend this service contract for new and replacement vehicles and to execute optional features and services based on operational need and funding availability.

The Division of State Police posted Request for Proposal DOS 2021-101 to the state's contracting website from December 7, 2020 to March 18, 2021. As a result, five (5) proposals were received and evaluated by a committee. The contract was awarded to Utility Associates, Inc. as the highest scoring and lowest cost proposal that complied with the RFP requirements.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

RFP Final Scoring Summary

Project Name: Digital Evidence RFP 2020-101

Evaluation Factor		Received Proposals									
		Utility		Motorola		Island Tech		Axon		Verizon	
Adherence to Mandatory Requirements (Compliant/Non-Compliant)		Compliant		Compliant		Compliant		Compliant		Non-Compliant	
Technical Proposal	Points Distribution	Average Ranking	Point Score	Average Ranking	Point Score	Average Ranking	Point Score	Average Ranking	Point Score	Not Scored	
Proposed System and Services to be Provided:											
Digital Evidence Management System	150	3.19	95.83	2.03	60.83	3.89	116.67	3.25	97.50		
Data Transfer Network	150	3.85	115.56	2.48	74.44	3.04	91.11	3.04	91.11		
In-Vehicle Camera Solution	150	3.56	106.67	2.93	87.78	3.44	103.33	3.63	108.89		
Body-Worn Camera Solution	150	4.44	133.33	2.81	84.44	3.07	92.22	2.70	81.11		
Subtotal: Proposed System and Services to be Provided	600		451.39		307.50		403.33		378.61		
Technical, Service and Project Management Approach:											
Application Security	15	3.33	10.00	0.56	1.67	2.89	8.67	1.33	4.00		
Managed Cloud Service Offering	15	3.89	11.67	2.67	8.00	3.11	9.33	2.89	8.67		
Support & Maintenance	10	3.22	6.44	1.78	3.56	2.56	5.11	2.00	4.00		
Implementation Testing Approach	10	3.22	6.44	2.67	5.33	3.11	6.22	2.33	4.67		
Subtotal: Technical, Service and Project Management	50		34.56		18.56		29.33		21.33		
Vendor Company & Staff Qualifications	50	3.33	33.33	1.89	18.89	2.44	24.44	3.44	34.44		
Technical Proposal Score	700		519.28		344.94		457.11		434.39		
Proposal Cost											
(lowest proposed cost/vendor's proposed cost) X maximum allocated points for proposal cost	300		300.00		242.92		197.36		261.16		
Total Score	1000		819.28		587.86		654.47		695.55		

Score Calculation:

Factor is ranked on a scale of 0 to 5, as defined below, by each scoring team member. Team member rankings are then averaged for each Vendor on the Ranking Summary Worksheet and shown as the Average Ranking on the Final Scoring Summary above. The Average Ranking as a percent of the maximum ranking (Five) is used to calculate the Point Score for each Evaluation Factor.

Rankings 0 to 5 are defined below:

- 0 Mandatory requirements planned in a future release. Requires significant changes to business processes.
- 1 Well below average, meets mandatory requirements with significant customization or workarounds.
- 2 Slightly below average, meets mandatory requirements with minimal customization or workarounds.
- 3 Average, meets mandatory requirements without significant customization or workarounds.
- 4 Above average, mandatory requirements met without significant customization and meets many preferred requirements.
- 5 Outstanding, meets mandatory requirements, most preferred requirements and many added optional features that would benefit the business.

Scoring Team

Rick Bailey, Assistant Commissioner (DOS); Captain Chris Vetter (NHSP); Sergeant Brian Parker (NHSP); Trooper Christopher Ball (NHSP), Trooper Scott Garton (NHSP), Trooper Nicholas Post (NHSP), Art Durette, Microwave Tech (DESC); Ronald Reed, IT Mgr V (DOIT); Mark Stewart, IT Mgr IV (DOIT); IT BSA II Leif Martinson, IT BSA II (DOIT).



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

Denis Goulet
Commissioner

July 21, 2021

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

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Utility Associates, Inc. a Georgia Corporation, as described below and referenced as DoIT No. 2022-013.

The purpose of this request is to enter into a contract with Utility Associates, Inc. to provide the Department of Safety (DOS) a commercial off the shelf vendor hosted digital evidence management platform, inclusive of body worn and in-vehicle cameras, a wireless communication network, and associated hardware, for the State of New Hampshire State Police (NHSP). The new platform will serve as the primary camera and digital evidence management system to support NHSP daily operations and will be the system of record to store and manage all digital evidence collected during their responses to events.

The amount of the contract is not to exceed \$3,372,600.00, and shall become effective upon Governor and Executive Council approval through October 31, 2026.

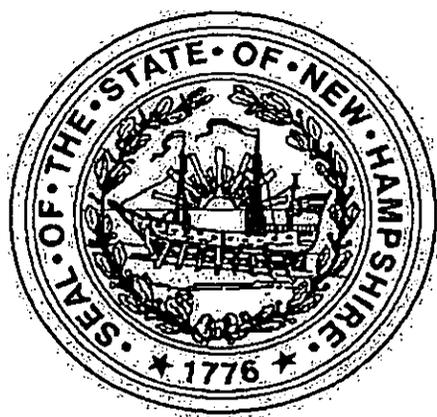
A copy of this letter should accompany the Department of Safety's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/kaf
DoIT #2022-013
RID: N/A
cc: Ronald Reed, IT Manager, DoIT



STATE OF NEW HAMPSHIRE

Department of Safety

Digital Evidence Management System

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FORM NUMBER P-37 (version 12/11/2019)

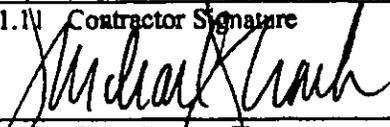
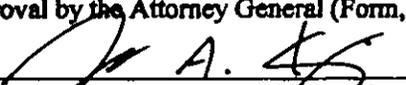
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord NH 03305	
1.3 Contractor Name Utility Associates, Inc.		1.4 Contractor Address 250 E. Ponce de Leon Ave., Decatur, GA 30030	
1.5 Contractor Phone Number 800-597-4707	1.6 Account Number Multiple	1.7 Completion Date 10/31/2026	1.8 Price Limitation \$3,372,600
1.9 Contracting Officer for State Agency Executive Major Matthew Shapiro		1.10 State Agency Telephone Number 603-223-8775	
1.11 Contractor Signature  Date: 7/19/21		1.12 Name and Title of Contractor Signatory Michael Nark, President & CEO	
1.13 State Agency Signature  Date: 7/20/21		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/20/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 Contractor Initials: MN
 Date: 7/19/21

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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.

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7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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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.

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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.

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EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.3 The Term may be extended up to Two (2) years(s), (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond June 30, 2028 under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

A.4 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice of thirty (30) days, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall stop all work hereunder and shall cause any and all of its suppliers and subcontractors to cease work. The State shall be responsible for de-installation and return of Hardware included in this Agreement within thirty (30) days after termination and be liable for the cost of all Services and Deliverables for which Acceptance has been given by the State that have been provided through the date of termination, but the State will not be liable for any costs

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for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

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

- a. Provide the State, for a period of up to ninety (90) days after the termination, or expiration of the Contract, reasonable post-termination assistance with respect to the services, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees, unless a unique data retrieval arrangement has been established as part of the SLA;
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- d. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- e. Take no action to intentionally erase any State data until directed by the State;
- f. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- g. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- h. Securely dispose of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

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i. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.2.3 If the Contract has terminated for convenience prior to the Completion Date, the Contractor's provision of post-termination assistance per section 9.2.2.g, h, and i. shall be compensated at the rates detailed in Exhibit C section 9.2,

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

A.5 Provision 10, Data/Access/Confidentiality/Preservation, is modified by updating section 10.1 and adding sections 10.4 and 10.5, as follows:

10.1 As used in this Agreement, the word "data" shall mean all information and things obtained during the performance of, or acquired 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 printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Criminal Justice Information (CJI), Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

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

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not

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prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or

is disclosed with the written consent of the disclosing Party.

- 10.6** A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
- 10.8** This covenant in paragraph 10 shall survive the termination of this Contract.

A.6 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.3 CHANGE OF OWNERSHIP

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

A.7 Provision 14.1.1, Insurance, is deleted and replaced with the following:

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14.1.1. Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$ 2,000,000 per occurrence and \$4,000,000 aggregate; and Tech Errors & Omissions insurance , with limits not less than \$2,000,000 per or claim, \$4,000,000 aggregate; and

A.8 The following Provisions are added and made part of the P37:

26. FORCE MAJEURE

- 26.1 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
- 26.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

27. DEFECTIVE WORK

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.

28. EXHIBITS/ATTACHMENTS

- i. The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

29. NON-EXCLUSIVE CONTRACT

- ii. The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services, which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

30. GOVERNMENT APPROVALS

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

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31. VENUE

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

32. REFERENCE AND BACKGROUND CHECKS

- v. Per the In Force CSP Section 5.12.1 (Personnel Screening Requirements for Individuals Requiring Unescorted Access to Unencrypted CJI) the State shall conduct criminal background checks of the Contractor's employees who hold access to CJI data. The Contractor shall not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have a record of any kind. If a record of any kind exists, access to CJI data shall not be granted until the State Chief Security Officer (CSO) or his/her designee reviews the matter to determine if access is appropriate.
- vi. If the person already has access to CJI data and is subsequently arrested and or convicted, continued access to CJI data shall be determined by the CSO. This does not implicitly grant hiring/firing authority with the CSA, only the authority to grant access to CJI data. For offenses other than felonies, the CSO has the latitude to delegate continued access determinations to his or her designee.
- vii. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees, agents, and subcontractors. The Contractor shall ensure that the Contractor's employees, agents, and subcontractors comply with CJIS Policy.

33. ORDER OF PRECEDENCE

- viii. In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:
- ix. State of New Hampshire, Department of Safety Contract Agreement 2022-013.
- x. State of New Hampshire, Department of Safety RFP 2021-101 Digital Evidence Management System.
- xi. Vendor Proposal Response to Department of Safety RFP 2021-101 Digital Evidence Management System dated March 18th 2021.
- xii. Additional Contractor Provided Documents (see Exhibit G)
- xiii. Contractor Quote, (see Exhibit G)

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EXHIBIT B – STATEMENT OF WORK

BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

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

1. CONTRACT TERM

The Contract shall begin on the Effective Date and extend for sixty (60) months from the date of System Acceptance, with the exception of events of force majeure, inclusive of maintenance, operation and support. Maintenance, operation and support services shall start on the next day of the State's issuance of the Letter of System Acceptance. The Term may be extended for an additional two (2) years for maintenance, operation and support services, at the sole option of the State, at the rate set forth in this contract.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT.

2. STATEMENT OF WORK

The Contractor shall provide and maintain equipment for in-vehicle and body-worn cameras for approximately 259 sworn State Troopers, provide a cloud hosted Digital Evidence Management System, associated tools, video storage and the network required to move the data from the cameras to the repository. Each vehicle shall be outfitted with a front facing camera to capture interactions with the public and an interior camera to capture the rear seat in the event that a citizen is transported in the vehicle. The Trooper shall be equipped with a body-worn camera integrated into the in-vehicle system to capture video and audio. The Contractor shall provide timely movement of data from the cameras to the cloud based repository while maintaining evidentiary integrity and CJIS compliance. The state identified 31 locations (Troop stations and fueling locations) for installation of Wireless Access Points as part of a store and forward network approach.

3. BUSINESS / TECHNICAL REQUIREMENTS

3.1. REQUIREMENTS

The Contractor represents, warrants, covenants and agrees that, at the minimum, at all times, the System shall:

- 3.1.1. The system shall fully comply with FBI CJIS Security Policy V 5.9 or most recent policy at <http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view> and all the NHSP administrators to be compliant with NH Body-worn camera law NH RSA Chapter 105-D for the life of the contract and any extensions.
- 3.1.2. The solution shall provide sufficient safeguards to ensure evidentiary integrity of the captured video and confirm valid receipt by the repository of the entire video before deleting original from the in-vehicle and body-worn system.
- 3.1.3. The system shall have a role based security model to control user access to features and data throughout the system.

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- 3.1.4. The systems security model shall provide a method to easily limit access to sensitive case information and people related to confidential cases.
- 3.1.5. The Contractors cameras shall support a minimum quality of 720p for body-worn cameras, 720p for front and rear in-vehicle cameras and 480p for the backseat camera. The solution shall include body-worn cameras that are integrated with the in-vehicle camera solution.
- 3.1.6. The Contractors solution shall capture audio within the vehicle and the body-worn camera shall have a remote microphone to record audio interaction outside of vehicle.
- 3.1.7. The Contractor shall host and maintain the Digital Evidence Management System in a secure cloud hosting environment providing all necessary hardware, software, system and database administration to manage the application including all test, training and production environments of the system.
- 3.1.8. The Contractor shall provide, install and maintain the equipment and connectivity at the 31 State designated wireless access points to transfer the video from the cameras to the Digital Evidence Management System. The transfer of the video from the cameras to the wireless access point then to the Digital Evidence Management System shall be accomplished outside of the State network and while maintaining CJIS compliance.
- 3.1.9. The Contractors solution shall be able to upload an average day of video from all cameras to the cloud-based repository in two 15 min sessions of connectivity. This solution shall allow for multiple concurrent uploads.
- 3.1.10. The Contractor shall provide and install all cameras and related equipment in the 259 State Police vehicles. Contractor shall provide ongoing maintenance of equipment and install cameras and related equipment in approximately 40 new or replacement State Police vehicles per year.
- 3.1.11. The Contractor shall provide 61 body camera setups for use by non-uniformed officers as-needed.
- 3.1.12. The Contractor shall outfit the NHSP BearCat with 4 cameras and configure them to capture video only.
- 3.1.13. Contractor shall provide support and maintenance of the 31 Wireless Access Points in-vehicle and body-worn cameras and system, and video repository for the life of the contract.
- 3.1.14. Contractor solution shall allow authorized external users to access evidentiary video/audio segments (Department of Justice, County Attorneys, Defense, etc.) via AVaiLWeb portal.
- 3.1.15. The Contractor shall retrofit ten (10) uniform pieces for each Trooper over the course of the rollout to be completed within 180 days of contract start.
- 3.1.16. The Contractor shall provide CAD/RMS Integration with CSI Infoshare at no additional cost to NHSP. This integration will initially be one-way to enable autoclassification of captured video in AVaiLWeb. Within thirty (30) days of the Effective Date, the State, in conjunction with CSI Infoshare, will establish a plan for the implementation of a bidirectional interface between AVaiLWeb and RMS within a time period no sooner than ninety (90) days.

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The parties may extend that date by mutual agreement, which agreement shall not be unreasonably withheld by either party. The State will support both CSI Infoshare and the Contractor to facilitate the coordination necessary to implement the bidirectional interface.

3.1.17. The Contractor shall provide documentation that all devices are certified to FIPS 140-2 and encrypted to AES 256.

3.1.18. The Business and Technical Requirements Workbook is identified in Exhibit G: Attachment 1

3.2. BALANCE OF PRODUCT LINE ITEMS

3.2.1. During the term of Contract, the State may purchase other items in relation to the Solution from the Contractor's Balance of Product Line, that are not already incorporated into another contract. All items ordered will include all shipping/charges.

3.3. OPTIONAL SERVICES (PILOT EVALUATION PERIOD)

Upon the State's written request, the State may avail itself of the following additional products and services ("Optional Services") at no additional cost to the State for a twelve (12) month ("Pilot Evaluation Period") from the Effective Date of this Agreement. The Contractor shall retain ownership of all products furnished under these terms, and the State shall have no liability for or in connection with such products as a result of the products' intended use. Following the fulfillment of the twelve (12) month Pilot Evaluation Period, the Contractor shall provide a quote for any additional or ongoing products or services, which, if desired by the State, shall require an amendment to the Contract, at the rates set forth in this contract in Exhibit B.

3.3.1. The Contractor shall provide three (3) License Plate Readers to the State.

3.3.2. The Contractor shall provide one (1) single-camera set-up of Interview Room cameras & equipment, including the RocketIoT devices needed to upload data.

3.3.3. The Contractor shall provide the NHSP with both helmet-mount and K-9 mount options for the bodyworn camera and have prototypes ready by December 31st, 2021. NHSP shall make members of the SWAT Team and K9 unit available for field testing and provide timely feedback. The Contractor shall give NHSP 2 weeks' notice for scheduling of field trials.

3.3.4. The Contractor shall provide the NH Department of Justice use of the Niagara Platform Solution with five (5) professional user licenses on or before October 1, 2021. The parties may extend that date by mutual agreement, which agreement shall not be unreasonably withheld by either party.

3.3.5. The Contractor shall provide Transcription Services in AVaiLWeb.

3.4. WIRELESS SERVICE LOCATIONS

The following are the current State of New Hampshire agency/institution locations at which the Contractor shall deploy and maintain wireless access service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete

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locations, as needed. The State of New Hampshire reserves the right to employ the use of SIM cards for enhanced LTE coverage in any of the vendor-supplied devices and the Contractor shall configure devices for this purpose as requested.

Wireless Access Points by Troop	
Headquarters	
NHSP Headquarters	33 Hazen Drive, Concord NH
Troop-A	
Troop A Barracks	315 Calef Highway, Epping NH
Dover DOT Shed	1 Indian Brook Drive, Dover NH
Hampton DOT Shed	Liberty Lane West, Hampton NH
Rochester DOT Shed	47 Spaulding TPK Connector, Rochester NH
Troop-B	
Troop B Barracks	East Point Drive, Bedford NH
Derry DOT Shed	59 Kendall Pond Road, Derry NH
Hooksett DOT Shed	36 Hackett Hill Road, Hooksett NH
Milford DOT Shed	33 Buxton Road, Milford NH
Hillsborough DOT Shed	679 West Main Street, Hillsborough NH
Merrimack DOT Shed	226 Daniel Webster HWY, NH RT3, Merrimack NH
Troop-C	
Troop C Barracks	15 Ash Brook Court, Keene NH
Enfield DOT Shed	8 Eastman Hill Road, Enfield NH
Sunapee DOT Shed	8 Post Office Road, Sunapee NH
Charlestown DOT Shed	187 Claremont Road, Charlestown NH
Troop-D	
Troop D Barracks	139 Iron Works Road, Concord NH
Concord DOT Shed	57 Hazen Drive, Concord
New Hampton DOT Shed	42 Route 104, New Hampton NH
Warner DOT Shed	35 Warner Road, Warner NH
Troop-E	
Troop E Barracks	1864 White Mountain Highway, Tamworth NH
Marine Patrol HQ	31 Dock Road, Gilford NH

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Wakefield DOT Shed	1540 Wakefield Road, Wakefield NH
Conway DOT Shed	608 Eaton Road, Conway NH
Belmont Joint Operations	3 Higgins Road, Belmont NH
Troop-F	
Troop-F Barracks	500 Route 302, West Carroll NH
Columbia DOT Shed	8 Grant Road, Columbia NH
Lancaster DOT Shed	647B Main Street, Lancaster NH
Gorham DOT Shed	1 Morin Drive, Gorham NH
Haverhill DOT Shed	3375 Dartmouth College Highway, North Haverhill NH
Thornton DOT Shed	22 Laundromat Road, Thornton NH
Troop-G	
Troop-G Barracks	23 Hazen Drive, Concord NH

3.5. COMPLIANCE REQUIREMENTS

3.5.1. CJIS Compliance

The Contractor hereby represents and warrants that:

- (i) the Contractor has reviewed and is knowledgeable about, and experienced addressing, CJIS Security Policies, and
- (ii) the Contractor and the System comply with all of the security protocol, data security and other policies and procedures set forth in CJIS Security Policy V5.9 (June 1, 2020) ("CJIS v5.9") and any future updates, revisions and/or replacements.

3.5.1.1 The Contractor hereby covenants and agrees that the Contractor and the System shall, at all times, remain fully compliant with CJIS v5.9, and with future CJIS versions, as CJIS may be updated from time to time. The Contractor shall, on an annual basis, certify in such form as the State may reasonably request that the Contractor and the System are compliant with then current CJIS version. In the event that the State notifies the Contractor that the System is any way non-compliant with CJIS, then the Contractor shall immediately utilize diligent, continued efforts to modify the System so that it becomes and remains CJIS compliant.

3.5.1.2 The Contractor is responsible for selecting the Host. The Contractor is and shall be responsible for ensuring that the Host is and remains fully CJIS compliant and shall be liable for any breach or violation by the Host of any CJIS policy, procedure or protocol.

- (i) In the event that the Contractor and/or the State is made aware of the unlikely event that the Hosted Environment fails to comply with the CJIS requirements, the Contractor will work

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- with the State to remediate the situation by migrating to another CJIS compliant Hosted Environment.
- (ii) The Contractor will not migrate to another Hosted Environment without the knowledge and consent of the State.

3.5.2. Audit

3.5.2.1 The State may, during the term of the Agreement, audit (or engage a third party to audit) the Contractor and the System to ensure that the System and the Host is fully compliant with CJIS Security Policy. Such an audit may include the analysis of records, discussions with the Contractor’s employees and subcontractors, and testing of the System. The Contractor shall promptly provide to the State information requested by the State in connection with the audit and otherwise cooperate with the State regarding such audit.

- 3.5.2.2** In the event that the audit shows that the Contractor or the System is not:
- (i) in full compliance with any CJIS policy, protocol or procedure, then the Contractor shall promptly take such action as is necessary to attain CJIS compliance and upon achieving compliance, certify in writing to the State that it has done so, and
 - (ii) material compliance with any CJIS policy, protocol or procedure, the Contractor shall promptly reimburse the State for the costs and expenses (including internal legal costs invoiced at the prevalent billing rate for an experienced corporate attorney) incurred in conducting the audit.

3.5.2.3 In the event that the Contractor and/or the State is made aware of an event that the Hosted Environment fails to comply with the CJIS requirements, the Contractor will work with the State to remediate the situation by migrating to another CJIS compliant Hosted Environment. The Contractor will not migrate to another Hosted Environment without the knowledge and consent of the State.

4. ACTIVITY, DELIVERABLE, AND MILESTONE

	Activity, Deliverable or Milestone	Deliverable Type
PLANNING AND PROJECT MANAGEMENT		
	Conduct Kickoff Meeting (to be provided within 30 days from the Effective Date)	Non-Written
	Work Plan (to be provided within 45 days of the Effective Date)	Written
	Project Management Plan	Written

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	Network Configuration Requirements	Written
	Security Plan	Written
	Communications and Change Management Plan	Written
	Systems Interface Plan and Design/Capability	Written
	Gap Analysis Documentation	Written
	Testing Plan	Written
	Training Plan and Curriculum	Written
	Deployment Plan	Written
	End User Support Plan	Written
	Disaster Recovery Plan	Written
	Provide Testing Environment	Software
	Provide Software Licenses if needed	Written
	Install Software in Testing Environment	Software
	Configure Software to State Requirements	Software
	Provide Software Installed, Configured and Operational to Satisfy State Requirements	Software
TESTING		
	Conduct Training of User Acceptance Team	Non-Software
	Conduct User Acceptance Testing	Non-Software
	Test In-Bound and Out-Bound Interfaces	Software
	Conduct Day in the Life Testing	Non-Software
	Conduct System Performance (Load/Stress) Testing	Non-Software
	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software
TRAINING		

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	Install Software in Training Environment	Software
	Provide Training Materials	Non-Software
	Conduct Training of State Staff	Non-Software
SYSTEM DEPLOYMENT		
	Install Software in Production Environment	Software
	Execute Security Plan	Non-Software
	Cutover to New Software	Non-Software
	Provide Documentation	Written
	Ongoing Hosting Support	Non-Software
	Ongoing System Support and Maintenance	Software
	Ongoing Camera Maintenance and Replacement	Non-Software
	Conduct Project Exit Meeting	Non-Software

5. DELIVERABLE REVIEW AND ACCEPTANCE

5.1. NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the

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Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

5.2. SOFTWARE DELIVERABLES REVIEW AND ACCEPTANCE

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

5.3. NUMBER OF DELIVERABLES

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

5.4. CONDITIONAL AND UNCONDITIONAL ACCEPTANCE

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

6. CHANGE ORDER

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

6.2. Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

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- 6.3. Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.
- 6.4. A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

7. IMPLEMENTATION SERVICES

- 7.1 The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:
- 7.2 The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.
- 7.3 The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

8. PROJECT MANAGEMENT & REQUIREMENTS

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The State and the Contractor's Project Managers shall review these tools and templates and determine which ones shall be used for the Project. Training on these tools and templates shall be conducted at the start of each phase in which they will be used. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings and provide reporting as requested by the State, in accordance with the requirements and terms of this Contract.

The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

8.1. THE CONTRACTOR KEY PROJECT STAFF

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. The Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

8.1.1. The Contractor's Contract Manager

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

Amanda Havice
(800) 597-4707
contracts@utility.com

8.1.2. The Contractor's Project Manager

The Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. The Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contractor's Project Manager's resume, qualifications, references, and background checks, including but not limited to finger print background checks, and an interview. The State may require removal or reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

8.1.3.1. The Contractor's Project Manager is:

Lauren Elder
(800) 597-4707
lelder@utility.com

8.1.3.2. The Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

8.1.3.3. Project Manager shall be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. Project Manager shall be available to promptly respond during normal Business Hours within Two (2) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

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8.1.3. Change of Project Manager

The Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. The Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

8.1.4. The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Richard Davis Director of Operations
Venice Davidson Project Program Manager
Ricky Vaughn Field Engineering Manager

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. The Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

8.1.5. Termination for Lack of Project Management and/or Key Project Staff

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

8.2. THE STATE KEY PROJECT STAFF

8.2.1. The State Contract Manager

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

Ex. Major Matthew Shapiro
603-223-8775
Matthew.S.Shapiro@dos.nh.gov

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8.2.2. The State's Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Captain Christopher Vetter
603-223-8660
Christopher.W.Vetter@dos.nh.gov

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

- (i) Leading the Project;
- (ii) Engaging and managing all Contractors working on the Project;
- (iii) Managing significant issues and risks;
- (iv) Reviewing and accepting Contract Deliverables;
- (v) Invoice sign-offs;
- (vi) Review and approval of Change Orders;
- (vii) Managing stakeholders' concerns.

8.3. PROJECT MANAGEMENT MEETING AND REPORTS

The Contractor Key Project Staff shall participate in meetings and provide reports as requested by the State, in accordance with the requirements and terms of this Contract. The meeting shall be conducted onsite in person, unless mutually agreed otherwise. Unless otherwise agreed to by the State, the Contractor shall prepare agendas and background for and minutes of meetings. At minimum, background for each meeting shall include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, shall also be the Contractor's responsibility. The Contractor shall also provide the State with information or reports regarding the Project as requested by the State. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as requested by the State, all at no additional cost to the State.

9. WORK PLAN

- 9.1. The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The preliminary Work Plan created by the Contractor and the State is set forth in this Section.
- 9.2. See RFP Response Topic 30 for Initial Work Plan Submittal.
- 9.3. In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

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9.4. Updates to the Work Plan

9.4.1. The Contractor shall update the Work Plan as necessary, but no less than every two (2) weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any such updates to the Work Plan shall be approved by the State, in writing, prior to final incorporation into the Work Plan.

9.4.2. Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

9.4.3. In the event of any delay in the Schedule to include excusable delays and/or force majeure, the State and/or the Contractor shall notify the other in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

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

10. INTERFACES

10.1. In-scope Interface

The Contractor shall implement Interfaces as set in Table below.

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Interface	Description
CAD/RMS Interface	This integration will initially be one-way to enable autoclassification of captured video in AVaiLWeb. Within thirty (30) days of the Effective Date, the State, in conjunction with CSI Infoshare, will establish a plan for the implementation of a bidirectional interface between AVaiLWeb and RMS within a time period no sooner than ninety (90) days. The parties may extend that date by mutual agreement, which agreement shall not be unreasonably withheld by either party. The State will support both CSI Infoshare and the Contractor to facilitate the coordination necessary to implement the bidirectional interface. The Bi-Directional interface will link videos in DEMS to events/cases in the CSI InfoShare platform. The interface will allow users to look up video from links within RMS and to look up cases from within AVaiLWeb.

10.2. Interface Responsibilities

The Contractor is responsible for the design of all required interfaces. The State shall work collaboratively with the Contractor to develop interface control documents (ICDs) to define all required interfaces. To the greatest extent possible, the designs will use existing Application Program Interface (APIs) from the distant end system.

- a. The State shall coordinate the schedule for testing when the distant end of the interface is operated by a third party.
- b. The Contractor shall document the functional and technical Specifications for the interfaces.
- c. For interfaces with other Contractor or Government systems the Contractor shall develop the interface to conform with the other Contractor or Government systems requirements.
- d. The Contractor shall lead the review of functional and technical interface Specifications.
- e. The State shall assist the Contractor with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- f. The Contractor shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept the Test Plan.
- g. The Contractor shall develop and Unit Test the interface.
- h. The State and the Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.

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- i. The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- j. To the extent permitted by law, the State will cooperate and assist the Contractor with completing and submitting any applications and/or documents of justification that are required by the third party vendors and/or government entities.

11. ACCEPTANCE & TESTING SERVICES

11.1. TESTING AND ACCEPTANCE

The Contractor shall provide the testing services as set forth below:

- 11.1.1. The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.
- 11.1.2. The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.
- 11.1.3. All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the Solution as a whole, (e.g., hardware, software modules or functions, and Implementation(s)). This shall include, but not limited to, planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, User Acceptance Test, Day in the Life Test, and support of the State during User Acceptance Test and Implementation.
- 11.1.4. In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

11.2. TEST PLANNING AND PREPARATION

Acceptance and testing services requires the coordinated efforts of a Project Testing Team consisting of both Contractor and State personnel. The Contractor shall be responsible for the planning, documentation, coordination and management of all aspect of the testing services.

11.2.1. Contractor Testing, Planning & Coordination

- 11.2.1.1. The Contractor shall provide oversight and management of all phases of the testing process, including user acceptance testing.
- 11.2.1.2. The Contractor shall provide documentation and testing tracking tools to record and manage issues, risks, change orders, requirements, and other documents used in the management of testing process.

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- 11.2.1.3. The Contractor shall successfully perform functional testing and certify of all requirements prior to release to the State Project Team for user acceptance testing. This includes but not limited to:
- a. Change orders
 - b. New functionality
 - c. System Integration, interfaces with required third party systems.
 - d. Reporting - Data Imports/Exports
 - e. Conversion
 - f. System upgrades
 - g. Security upgrades and patching
- 11.2.1.4. All other changes that affect system functionality or requires acceptance and approval from the State's Project Team.
- 11.2.1.5. The Contractor shall be responsible for the development comprehensive functional and user acceptance test plans and scripts that ensure the successful testing of system change orders and satisfies all conditions for the State's Project Team's testing, approval and acceptance.

11.2.2. State Project Team Testing and Acceptance

- 11.2.2.1. The State's Project team shall be responsible for scheduling and completing User Acceptance Testing in accordance with the Contractor Team's approved timelines.
- 11.2.2.2. The State Project Team's testing efforts shall validate and certify expected outcomes of the change request and/or business requirements in accordance with the Contract Team's approved test plan and scripts.
- 11.2.2.3. The Contract Team shall provide technical assistance and oversight of the State Project Team's testing efforts.
- 11.2.2.4. The Contract Team and State Project team shall accept and approve all conditions and verify the business requirements are satisfied before scheduling for production and deployment.

12. MAINTENANCE, OPERATIONS AND SUPPORT OF THE SOLUTION

12.1 MAINTENANCE

The Contractor shall maintain and support the Solution in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

- SaaS will be maintained at 99.9% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner

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- Maintain good communication with the Client at all times

12.2 SUPPORT OBLIGATIONS

12.2.1. The Solution delivered and operated under the terms of this Contract is mission critical to the State, New Hampshire State Police and any outage of the whole or partial System can place troopers and the public at risk. Timely and full response to any outage is a critical component of the maintenance, operations and support services provided under this Contract. The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

12.2.2. The Contractor shall be responsible for performing on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained in this Contract.

12.2.3. As part of the System maintenance, operations and support services, including all new Software releases, the Contractor shall respond and resolve the following:

12.2.4. RESPONSE TIMES

The Contractor provides a 99.9% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by the Contractor's personnel before they become an impact to the performance of the service. For support provided to the State, the Contractor has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by the Contractor, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a Contractor field engineer. The cost of the response time is included in this Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Minor	Medium	Severe	Critical
1	3 Hours	2 Hours	1 Hour	1 Hour
2	6 Hours	4 Hours	2 Hours	2 Hours
3	16 Hours	8 Hours	4 Hours	4 Hours

Based on the following item classification:

Item Type	Item Priority
Body Worn Camera	1
Bluetooth Controller	2
Body Worn Ready Uniforms	3

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Existing Uniform Retrofits	3
AVaiL Web	1
RocketIoT In-Car Video	1
Smart WayPoint(s)	1

If the State Project Manager, after consulting with the Contractor Project Manager, elevates a Tier 2 issue to Tier 3, requiring on-site support, the response times below are guaranteed from the time of Contractor issue elevation.

Item Priority	Fatal	Severe	Medium	Minor
1	1 Day	1 Day	2 Days	3 Days
2	2 Days	3 Days	5 Days	7 Days
3	4 Days	5 Days	8 Days	10 Days

Based on the following item classification:

Item Type	Item Priority
BodyWorn Camera	1
Bluetooth Controller	2
BodyWorn Ready Uniforms	3
Existing Uniform Retrofits	3
AVaiL Web	1
RocketIoT In-Car Video	1
Smart WayPoint(s)	1

12.2.5. SEVERITY LEVELS

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – all users and critical functions affected. Item or service completely unavailable.
- **Severe:** Significant degradation – large number of users or critical functions affected.
- **Medium:** Limited degradation – limited number of users or functions affected. Business processes can continue.
- **Minor:** Small degradation – few users or one user affected. Business processes can continue.

12.2.6. RESOLUTION TIMES

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The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the State's systems are key to daily functions and must be functional in the field.

However, the Contractor is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the State.

12.2.7 Programmer Services. The Contractor shall reserve and make available to the State twenty (20) hours of Programmer Services per month for each month this Contract is in effect. "Programmer Services" are in relation to State specific consultation services, assistance with custom reports, interfaces, etc. In the event that the number of hours for Programmer Services defined above is not required in a given month, the unused hours can be applied to subsequent months with a maximum accrual being eight (8) months, or a maximum accrual of one hundred and sixty (160) hours. The Contractor shall provide the State with a monthly report of the total unused hours to date.

12.2.7.1 In the event Programmer Services are needed, the State will provide the Contractor with a statement of work. The Contractor shall evaluate the task set forth in the statement of work and provide the State with a plan, indicating the amount of hours required to complete the task set forth in the statement of work. Upon the State's approval of the plan, which approval shall not be unreasonably withheld the Contractor shall provide the Programmer Services requested in accordance with the plan.

12.2.8 Additional Services. The State may request additional services from the Contractor that are not part of the twenty (20) hours of standard Programmer Services. Upon the receipt of a statement of work for additional services from the State, the Contractor shall evaluate and provide the State with a plan, indicating the amount of hours required to complete the task set forth in the statement of work. Upon the State's approval of the plan, the Contractor shall provide the requested additional services in accordance with the plan.

12.3. CONTRACT WARRANTIES AND REPRESENTATIONS

12.3.1. The Contractor warrants that any of the Solution as part of this Agreement, including but not limited to the individual hardware or software furnished under the Contract, is properly functioning, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

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- 12.3.2. The Contractor shall agree to maintain, repair, and correct Deficiencies in the Solution and all related equipment, Hardware, cameras, and data transfer and repository, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software, Hardware, and Equipment and Documentation.
- 12.3.3. For any breach of the above warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:
- a. provide the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
 - b. the re-performance of the deficient Services, or
 - c. if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.
- 12.3.4. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Contractor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.
- 12.3.5. If in the Event of Default, the Contractor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Contractor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees within ninety (90) days of notification to the Contractor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

12.4. WARRANTY PERIOD

The Warranty Period will initially commence upon the State issuance of a Letter of System Acceptance and will continue for the entire term of the Contract.

12.5. COMPATIBILITY

The Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by the Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the Solution without loss of any functionality.

12.6. NON-INFRINGEMENT

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The Contractor warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software (“Material”) provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

12.7. VIRUSES; DESTRUCTIVE PROGRAMMING

The Contractor warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

12.8. SERVICES

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

13. DATA PROTECTION

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

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

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

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

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

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

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13.4. DATA LOCATION

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

- 13.4.1. Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:
- 13.4.2. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- 13.4.3. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- 13.4.4. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- 13.4.5. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- 13.4.6. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- 13.4.7. The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and subcontractors to access State data remotely only to provide technical support and as specified or required by the Contract.

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13.5. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

- 13.5.1. The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach, and the FBI's CJIS Security Policy.
- 13.5.2. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- 13.5.3. Security Incident Reporting Requirements: the Contractor shall report a security incident to the CJIS - ISO (Information Security Officer) in addition to the appropriate State identified contact immediately if it reasonably believes there has been a security incident.
- 13.5.4. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

13.6. DATA BREACH RESPONSIBILITIES

- 13.6.1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- 13.6.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 13.6.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
 - d. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:

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

13.7. NOTIFICATIONS OF LEGAL REQUESTS

Absent a court order or applicable law, the Contractor will not release any data provided by the State to a third party without the State's consent. The Contractor will provide data extracts to the State, however; will not turn said extracts over to any outside entity. The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

13.8. ACCESS TO SECURITY LOGS AND REPORTS

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

13.9. DATA CENTER AUDIT

The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

13.10. SECURITY

At the State's discretion, the Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example, virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

13.11. NON-DISCLOSURE AND SEPARATION OF DUTIES

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

13.12. IMPORT AND EXPORT OF DATA

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The State shall have the ability to import or export data in piecemeal or in entirety at its discretion with the assistance of the Contractor if needed by the State. This includes the ability for the State to import or export data to/from other service providers with the coordination and cooperation of the Contractor.

- (i) Intellectual property of the AVaiLWeb platform is contained within the database and all efforts shall be made to protect said intellectual property from being accessed by parties unknown.

13.13. RIGHT TO REMOVE INDIVIDUALS

The State shall have the right at any time to require that the Contractor remove from interaction with State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

14. SOFTWARE AGREEMENT

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

15. ADMINISTRATIVE SERVICES

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

16. TRAINING

The Contractor shall provide the following Training Services:

- 16.1. The Contractor shall provide training support as previously determined and agreed to during the initial planning period. Such training support shall include, but not limited to:
 - a. Providing comprehensive training plan that includes a train the trainer approach, eLearning components and Manual preparation.
 - b. Hands on training, which will include all system functionality for all modules purchased as well as creation of reports, searching, workflow and the approval processes. The State will provide a suitable location for the training that is convenient for the State's users.
 - c. The training plan which shall include training of the State Acceptance Test resources prior to commencement of User Acceptance Testing.
 - d. The training plan which shall include training tailored for the agency's designated System Administrator so that the person(s) in this particular role can perform functions that include support file maintenance, templates/forms/letters maintenance, and staff/group/permissions maintenance.
 - e. The training plan which shall include training tailored for the agency's designated System Administrator so that person(s) in this role can perform functions that include staff/group permissions, configuration of new/replaced equipment,

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configuration and activation settings for Hardware, and all functions related to Evidence Management (Information requests, redaction, clipping, transcription, etc.)

- f. The training plan which shall include training of all State Police and Support Staff as required including specialty teams prior to go-live date.

16.2. The Contractor shall be present in all training classes. The Contractor shall provide onsite resource during all training classes. The Contractor shall also develop training material and provide said materials in a soft format, or any other format agreed upon by the State, to the State. The Contractor authorizes the State to copy, modify, customize and distribute on as needed basis to State training resources. The State will have a Superior Officer of suitable rank and authority to answer all questions as they pertain to New Hampshire State Police Policies & Procedures for the use of the AVaiL Web and Niagara Platform Solutions applications.

16.3. Contractor to provide access via web portal to the Maintenance and Operations Manual, System, Administration Guide and User Guides!

17. **MERCHANT CARD SERVICES**

Not Applicable

18. **TERMS AND DEFINITIONS**

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

19. **CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. CONTRACT PRICE

This is a Not to Exceed Contract. Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor shall assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

4. INVOICING

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

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

5. INVOICE ADDRESS

Invoices may be sent to:

Department of Safety
Accountspayable@nh.dos.gov

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

6. PAYMENT ADDRESS

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

7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

9. PAYMENT SCHEDULE

9.1 Calculation of monthly charges.

From the date of Department of Safety System Acceptance, monthly payment for services is calculated and invoiced as follows using the rates in Exhibit G:

$$\begin{aligned} &\# \text{ of Initial Operational Units} \times \text{Per Unit Monthly Fee} = \text{Total Initial Monthly Service Fees} \\ &\# \text{ of Additional Operational Units} \times \text{Per Unit Monthly Fee} = \text{Total Additional Monthly Service Fees} \\ &\# \text{ of New One-time Services} \times \text{Per applicable Service Fee} = \text{Total One-Time Fees} \\ &\text{Total Initial Monthly Service Fees} + \text{Total Additional Monthly Service Fee} + \\ &\text{Total One-Time Fees} = \text{Total Monthly Payment.} \end{aligned}$$

System Acceptance – For the State to consider acceptance of the system for billing purposes, the following conditions must be met:

- 1) All 31 Waypoints must be installed, configured, and fully operational.
- 2) Repository is configured, fully operational, and accessible through the NHSP network.
- 3) 50% of all body worn and cruiser cameras are installed, configured, and fully operational, commensurate uniforms have been modified, and associated personnel have been trained.

Nothing prohibits the State from accepting the system with conditions including performance of any missing components or functionality.

9.2 Contract Pricing and Fee Schedule

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Table F1 - Per Car, Per Month Equipment, Service and Support Cost	
Years 1-5	Optional Years 1-2
\$195.00	\$195.00

Table F2-A: Future Vendor Rates Worksheet	
Position/Title	Years 1-5
Program Manager	\$300/hr
Sr. Project Manager	\$200/hr
Project Manager	\$175/hr
Programmer	\$150/hr
Training Manager	\$150/hr
Engineering Technician	\$95/hr

Table F2-B: Additional Car Monthly Cost, including Initial Installation	
Years 1-5	Optional Years 1-2
\$180.00	\$180.00

Table F2-C: Additional Car Equipment Swap Per Vehicle Cost (NHSP commits to scheduling these swap outs during the same visit as under 40 car swap commitment)	
Years 1-5	Optional Years 1-2
\$155.00	\$155.00

Table F2-D: Additional Network Wireless Access Point (or Alternative Monthly Cost, including installation)	
Years 1-5	Optional Years 1-2
\$210.00	\$210.00

Table F2-E: Monthly Cost of each additional TB of Storage Space	
Years 1-5	Optional Years 1-2
\$60.00	\$60.00

Table F2-F: Additional Body Cam Equipment Monthly Cost	
Years 1-5	Optional Years 1-2
\$90.00	\$90.00

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ALPR In-Car Video Add-On Per Car Per Month Equipment, Service and Support Cost	
Years 1-5	Optional Years 1-2
\$168.00	\$168.00

Interview Room Add-On Per Room Per Month Equipment, Service and Support Cost	
Years 1-5	Optional Years 1-2
\$250.00	\$250.00

3rd Interior Camera (Rear) Add-On Per Camera Per Month Equipment, Service and Support Cost	
Years 1-5	Optional Years 1-2
\$8.00	\$8.00

BearCat Tactical Vehicle 4 Camera In-Car Video and Communications Solution Per Vehicle Per Month Equipment, Service and Support Cost	
Years 1-5	Optional Years 1-2
\$215.00	\$215.00

Transcription Service Add-On to AVAIL Web Monthly Cost for 10,000 Minutes / Month	
Years 1-5	Optional Years 1-2
\$400.00	\$400.00

Ultimate Witness Add-On to AVAIL Web Case Management and Sharing, Unlimited Users, Video Transcription on Videos Retained Longer than 60 Days Per Instance Per Month Service and Support Cost	
Years 1-5	Optional Years 1-2
\$800.00	\$800.00

Additional Uniform Retrofit Fees (beyond the 10 per Trooper provided in scope) Standard Garments, Body Worn Ready	
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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

Duty Shirt	Carrier Vest Mount	Traffic Safety Vest
\$20.00	\$20.00	\$15.00
Carrier Vest Zipper Mount	Soft Shell Jacket	Grommet Swap Out
\$35.00	\$25.00	\$10.00

Additional Uniform Retrofit Fees (beyond the 10 per trooper provided in scope) Non-Standard Garments, Body Worn Ready		
Carrier Vest Horizontal Mount	Tactical Vest - Velcro Closure	Tactical Vest - Center Zipper Closure
\$40.00	\$45.00	\$30.00
Tactical Vest - Horizontal Zipper with Mounting	Polo Shirt	Leather Jacket / Coat
\$50.00	\$45.00	Quote Only

Optional Vehicle Upfit for new/swapped vehicles over 40, one-time charge at up to 10 vehicles per day	
Years 1-5	Optional Years 1-2
\$1,350.00	\$1,350.00

Optional Vehicle Upfit Certification Training (annual renewal) for local or NHSP installers to be certified for Utility/Inc. vehicle installs	
Years 1-5	Optional Years 1-2
\$2,750.00	\$2,750.00

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

ANNUAL SUBSCRIPTION PRICING FOR "NIAGARA PLATFORM SOLUTION" (Prosecutor / State Attorney Stand Alone Platform):	
\$25,000 / YR	Annual Base Fee Includes the following: <ul style="list-style-type: none"> Five (5) Professional User Licenses Ten (10) Basic User Licenses Video Transcription Manual Video Upload (5 minute duration or less) and Conversion to MP4 Format Video SmartRedaction Capability Unlimited Case Creation and Management
\$0.75 / GB / YR	Annual Storage Fee per GB of Data Stored
\$185 / YR	Annual Fee for Each Additional Basic User License
\$450 / YR	Annual Fee for Each Additional Professional User License
\$2.25 / Minute	Manual Video Upload (5 minute duration or greater) and Conversion to MP4 Format
\$125 / Hour	Bulk Upload / Download / Conversion (mp4) Services
	Optional / Future Capabilities: <ul style="list-style-type: none"> Video Translation Optical Character Recognition ** priced separately based on need

9.3 The State may request additional Services from the Contractor at the rates indicated above in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

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EXHIBIT D – SOFTWARE AGREEMENT

EXHIBIT D – SOFTWARE AGREEMENT

The terms outlined in the Software Agreement are set forth below:

1. LICENSE GRANT

1.1 SAAS

The Contractor grants the State a nontransferable, royalty-free license (“License”) to use the Software furnished to the State under this Agreement as “Software as a Service”, software licensed on a subscription basis. The License granted herein shall authorize the State to:

- (i) access and utilize the Software hosted by a provider of cloud-based solutions hosting (such as Amazon Web Services Government Cloud). The Contractor shall pay all fees associated with this project from the platform host provider;
- (ii) Utilize the Software for its internal data processing purposes

1.2 LIMITATIONS

- 1.2.1** While this agreement covers software programs and the installation thereof, it does not cover the State’s Hardware engineering or troubleshooting of Hardware to connect to a provider of cloud-based solutions hosting unless such Hardware was supplied to the State by the Contractor. The Contractor has no responsibility for the operations of the State’ network or related equipment.
- 1.2.2** Unless otherwise specified in this Agreement, these Services and Software (as defined below) are for the State’s contracted use. The State may use the Services and/or Software solely for the State’s internal purposes.
- 1.2.3** Unless otherwise permitted under this Agreement, the State may not modify, copy, distribute, transmit, display, perform, reproduce, publish, sublicense, create derivative works from, transfer, or sell any Contractor’s software.

2. CONTRACT RECORDS & DECOMMISSION CLAUSE

- 2.1** The State will own and have all right, title and interest in all data, regardless of media used, including, but not limited to all personal information (including names and contract information), notations, electronic copy of documents and hard copy documents in the Contractor’s possession even if such data or other materials was obtained by the Contractor on behalf of the State prior to the effective date of this Agreement (the “Data”). While this Agreement is in force, the State grants to the Contractor a limited, nonexclusive, royalty free license to process and access the Data solely for purposes of Contractor fulfilling its obligations to the State pursuant to this Agreement and for the State’s utilization of the System. The Contractor and all of its personnel shall cooperate fully with the State and shall execute such further documentation as the State may request in order to establish, secure, maintain or protect the State’s, or its assignee’s, ownership in and to the Data and of all rights therein. Furthermore, the Contractor agrees that it shall never provide to any third party access to the Data, unless the State consents in advance in writing (which consent may be withheld for any reason).

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EXHIBIT D – SOFTWARE AGREEMENT

- a. When in the performance of the contact services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the State, and restricted to data and systems used by the State related to this Agreement, the Contractor shall make available to the designated the State representative all such passwords and codes
- b. Upon Agreement expiration or termination, Contractor shall (at the State's request) provide a copy of the Data to the State in a format accessible by the State, and cooperate with the State to migrate the Data to another system, to minimize the State's access to and ability to utilize such Data.
- c. Furthermore, the Contractor shall provide to the State, within thirty (30) days (or such longer period as the State may agree) after Agreement termination or expiration and migration of the data to another system as directed by the State, written confirmation all electronic instances of the State data, including, but not limited to production data, test data, backups, disaster recovery data, shall have been purged, permanently removed or destroyed in a manner consistent with the Contractor's company policy related to such data. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this Agreement, and its associated documentation, shall remain with the Contractor.

3. SOFTWARE AND DOCUMENTATION COPIES

Contractor shall provide the State with the Software's associated Documentation which can be accessed via web portal. The State shall have the right to copy the associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a reasonable number of copies of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. RESTRICTIONS

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

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

5. NON-INFRINGEMENT

Contractor warrants that it has good title to, or the right to allow the State to use all Services, Hardware, and Software, including any all component parts thereof such as third party

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EXHIBIT D – SOFTWARE AGREEMENT

Software or programs that may be embedded in the Software (“Contracted Resources”) provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third-party.

The Warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, the Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives the Contractor control of the defense and any settlement negotiations; and
- c. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State’s counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If the Contractor believes or it is determined that any of the Contracted Resources may have violated someone else’s intellectual property rights, the Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a License to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the License, and require return of the applicable Contracted Resources and refund all fees the State has paid the Contractor under the Contract. The Contractor will not indemnify the State if the State alters the Contracted Resources without the Contractor’s consent or uses it outside the scope of use identified in the Contractor’s User Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or Services not provided by the Contractor without the Contractor’s consent.

6. CONTROL OF ALL COMPONENT ELEMENTS

Contractor acknowledges and agrees that it is responsible for maintaining all Licenses or permissions to use any third-party Software, equipment, or Services that are component parts of any Deliverable provided under this Agreement for the entire Term of the Contract. Nothing within this provision shall be construed to require Contractor to maintain Licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor’s Deliverables.

7. CUSTOM SOURCE CODE

Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a

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EXHIBIT D – SOFTWARE AGREEMENT

worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

8. SOFTWARE ESCROW

Contractor agrees to provide to the State the currently existing source code and any other tools and requirements necessary to create executable or interpretive programs. This information may be provided to the State either directly, with any such protections as required by the Contractor or through a mutually agreed upon Escrow Agreement. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Company or Escrow Agent as a result of the Agreement.

Contractor agrees that the State shall be entitled to utilize the source code in its possession and/or demand a release of the source code from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

- a. The Contractor has made an assignment for the benefit of creditors;
- b. The Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. A receiver or similar officer has been appointed to take charge of all or part of the Contractor's assets;
- d. The Contractor terminates its maintenance, operations, and support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- e. The Contractor defaults under the Contract; or
- f. The Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Upon the occurrence of a Release Event, the Contractor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of the Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

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EXHIBIT E – ADMINISTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Contract.

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

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Richard Davis rdavis@utility.com	Capt. Christopher Vetter Christopher.Vetter@dos.nh.gov	Five (5) Business Days
First	Carlo Capano ccapano@utility.com	Col. Nathan Noyes Nathan.A.Noyes@dos.nh.gov	Ten (10) Business Days
Second	Mike Hammer mhammer@utility.com	Steve Lavoie Steven.R.Lavoie@dos.nh.gov	Fifteen (15) Business Days
Third	Michael Nark mnark@utility.com	Asst. Commissioner Richard Bailey Richard.C.BaileyJr@dos.nh.gov	Fifteen (15) Business Days

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

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

3. RECORD RETENTION

3.1 Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to

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STATE OF NEW HAMPSHIRE

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EXHIBIT E – ADMINSTRATIVE SERVICES

any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

- 3.2 Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 ACCESS TO STATE SYSTEMS

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

6.1.1. Computer Use

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the

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EXHIBIT E – ADMINISTRATIVE SERVICES

Contractor access or attempt to access any information without having the express authority to do so.

- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor shall use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. At no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- f. Personal software (including but not limited to sync software) shall not be installed on any equipment.

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

- a. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3. Internet/Intranet Use

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

6.2 STATE WEBSITE COPYRIGHT

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

6.3 WORKSPACE REQUIREMENT

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EXHIBIT E – ADMINSTRATIVE SERVICES

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

6.4 WORKPLACE HOURS

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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EXHIBIT E – ADMINISTRATIVE SERVICES

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Security Incident	"Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

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STATE OF NEW HAMPSHIRE

Department of Safety

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EXHIBIT F – TERMS AND DEFINITIONS

Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Contract	<p>An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.</p>
Deficiency (-ies)/Defects	<p>A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p>
Deliverable	<p>A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.</p>
Documentation	<p>All information that describes the installation, operation, and use of the Software, either in printed or electronic format.</p>
Enhancements	<p>Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.</p>
Hardware	<p>Physical devices such as cameras, modems, and wireless access points.</p>

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EXHIBIT F – TERMS AND DEFINITIONS

Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Proposal	The submission from a Vendor in response to the Request for a Proposal.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.

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EXHIBIT F – TERMS AND DEFINITIONS

Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Software Deliverables	All Custom Software and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Contractor in response to this RFP.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.

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Department of Safety

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EXHIBIT F – TERMS AND DEFINITIONS

Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
System Acceptance	All 31 Waypoints must be installed, configured, and fully operational. Repository is configured, fully operational, and accessible through the NHSP network. 50% of all body worn and cruiser cameras are installed, configured, and fully operational, commensurate uniforms have been modified, and associated personnel have been trained.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

- a. Exhibit B Business and Technical Requirements – Attachment 1
- b. Agency Compliance Documents – Attachment 2

2. CONTRACTOR CERTIFICATES

- a. Contractor's FIPS 140-2 Certification for all Hardware
- b. Contractor's documentation certifying that all Hardware is AES 256 Encrypted
- c. Contractor's Quote
- d. Contractor's Certificate of Good Standing
- e. Contractor's Certificate of Vote/Authority
- f. Contractor's Certificate of Insurance

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State of New Hampshire

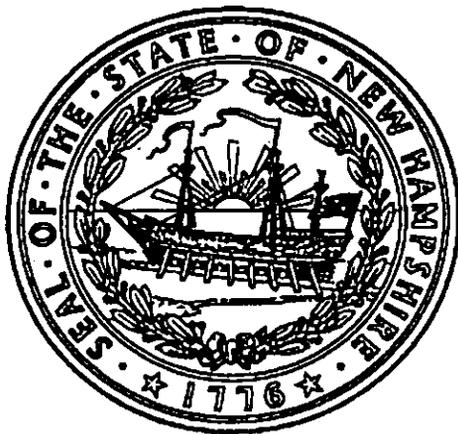
Department of State

CERTIFICATE OF AUTHORITY OF UTILITY ASSOCIATES, INC.

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **UTILITY ASSOCIATES, INC.** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **UTILITY ASSOCIATES, INC.** to transact business in this State under the name of **UTILITY ASSOCIATES, INC.**, and attaches hereto a copy of the Application for such Certificate.

Business ID: 873827



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of June 2021 A.D.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORIZATION

Utility Associates, Inc., a corporation formed and existing under the laws of the State of Delaware, and pursuant to the corporate By-laws: Michael Nark, President and Chief Executive Officer, is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by duly authorized individual shall be valid and binding upon the corporation. Authority was granted by unanimous consent in writing of the Board of Directors on March 2, 2020, and such authority has not been amended or repealed.

Michael Nark
Signature

Amanda Havice
Signature

Michael Nark
Printed Name of Officer Listed Above

Amanda Havice
Printed Name of Corporate Secretary

President and CEO
Title

Secretary and CFO
Title

July 16, 2021
Date

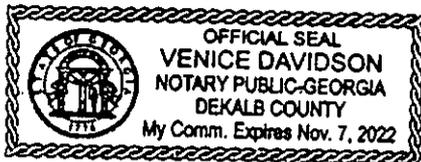
July 16, 2021
Date

State of Georgia
County of DeKalb

I, *Venice Davidson*, Notary Public, do hereby certify that
Michael Nark, Amanda Havice (name of individual(s) whose acknowledgement is
being taken) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this *16th* day of *July*, 20*21*.

(Official Seal)



Venice Davidson
Official Signature of Notary

My Commission Expires: *Nov. 7, 2022*

Venice Davidson
Notary's Printed or Typed Name



BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **UTILITY ASSOCIATES, INC.** Control Number: **0608921**
Business Type: **Foreign Profit Corporation** Business Status: **Active/Compliance**
Business Purpose: **NONE**
Principal Office Address: **250 E Ponce de Leon Ave, Ste 700, Decatur, GA, 30030, USA** Date of Formation / Registration Date: **2/7/2006**
Jurisdiction: **Delaware** Last Annual Registration Year: **2021**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Registered Agents Inc**
Physical Address: **300 Colonial Center Parkway, STE 100N, Roswell, GA, 30076, USA**
County: **Fulton**

OFFICER INFORMATION

Name	Title	Business Address
Amanda Havice	CFO	250 E Ponce de Leon Ave, Ste 700, Decatur, GA, 30030, USA
Amanda Havice	Secretary	250 E Ponce de Leon Ave, Ste 700, Decatur, GA, 30030, USA
Michael Nark	CEO	250 E Ponce de Leon Ave, Ste 700, Decatur, GA, 30030, USA

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[Name History](#)

[Return to Business Search](#)



CERTIFICATE OF LIABILITY INSURANCE

15F7

DATE (MM/DD/YYYY)

07/03/2021

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

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

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT NAME: Aon Risk Services, Inc of Florida

PHONE (A/C, No, Ext): 833-506-1544

FAX (A/C, No):

EMAIL ADDRESS: work.comp@trinet.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Indemnity Insurance Company of North America

43575

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
TriNet Group, Inc.
Utility Associates, Inc.
9000 Town Center Parkway
Bradenton, FL 34202

COVERAGES

CERTIFICATE NUMBER: 15355808

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPOP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR_C68994846	07/01/2021	07/01/2022	X PER STATUTE	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

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

Workers Compensation coverage is limited to worksite employees of UTILITY ASSOCIATES, INC. through a co-employment agreement with TRINET HR III-B, INC..

CERTIFICATE HOLDER

State of NH
Department of Safety
Commissioner
33 Hazen Drive
Concord, NH 03305

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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