40A MLC

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

Denis Goulet
Commissioner

February 25, 2022

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) on behalf of the State of New Hampshire Liquor Commission to amend its existing contract with Essintial Enterprise Solutions, Inc. (Essintial), of Mechanicsburg, PA (VC #208276) (PO 1046971), by increasing the price limitation by $1,159,818.62, from $1,095,924.00 to $2,255,742.62, for the purpose of expanding the agreement's scope to add staging, deployment of Next Gen Lane equipment, disposition of old equipment as well as managed services for the store lanes, and extending the contract completion date to July 31, 2024, effective upon Governor and Executive Council approval. This agreement was originally approved by Governor and Executive Council on July 31, 2019, Item #50. 11% Transfer from Other Agency, 89% Liquor Funds

Funds to support this request are available in FY2022 and are anticipated to be available in the following accounts in FY 2023 and FY 2024 upon availability and continued appropriation of funds in the future operating budgets, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	AMOUNT
01-03-03-030010-76770000- DoIT IT for Liquor 037-500168 POS Equipment Maintenance (Prof Svcs/ Reimaging, as used)	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$250,000.00
02-77-77-771512-10300000- Marketing and Merchandising Store Operations 030-500311 Equipment -	$63,598.35	$63,598.35	$63,598.35	$63,598.35	$63,598.35	$317,991.75

General (New) (Deployment/ Logistics/ Disposition, as used)						
02-77-77-771512-10300000- Marketing and Merchandising Store Operations 024-500225 Contract Repairs; Machin-Equip (Hardware Fixed Cost)	$251,709.65	$251,709.65	$251,709.65	$251,709.65	$251,709.65	$1,258,548.25
0277-77-771512-10300000-038-500175 (Fixed Cost Per Unit - Mgd Services+Software)	$0.00	$0.00	$61,314.66	$183,943.98	$183,943.98	$429,202.62
FY Total	**$365,308.00**	**$365,308.00**	**$426,622.66**	**$549,251.98**	**$549,251.98**	
					Grand Total	**$2,255,742.62**

EXPLANATION

This agreement was originally approved by Governor and Executive Council on July 31, 2019, Item #50. Essintial's experience and knowledge of the NHLC's existing system and hardware is crucial to the State during the transition period between the NHLC's legacy system and its new Microsoft Dynamics 365 ERP system ("D365"). Essintial provides the ongoing operational maintenance for NHLC Point-of-Sale (POS) systems located in all the NHLC retail stores.

The amendment is necessary to extend the term of the agreement by two years to allow continuity of maintenance at the service level necessary for its existing Mapper & ACR systems while also allowing a seamless transition to the NHLC's new POS system. The services obtained through the amendment focus directly on the transition to the new POS system. Specifically, Essintial will provide "break-fix" support for the hardware/software for the store lane computers as well as the managers' computers at all stores. Also included is staging and deployment of all new hardware necessary for the D365 transition as well as disposition of old equipment. Additionally, through the amendment, Essintial will provide managed services for the store lanes following the go-live of the D365 transition, which includes management of: (1) anti-virus; (2) remote support; and (3) windows patches at each store as well as ensuring all lane PCs software are up-to-date. Essintial's experience and knowledge of the existing system and hardware is crucial to the NHLC during the transition period between old and new systems. These systems perform

the stores' vital cash, gift and credit card transactions daily; therefore, State access to responsive and reliable technical support is critical.

The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,

Denis Goulet
Commissioner
Department of Information Technology

Joseph W. Mollica
Chairman
Liquor Commission

DG/RA
DoIT: 2020-005A
R&R RID #43143
cc: Jessica Co, DoIT for Liquor

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Denis Goulet
Commissioner

February 24, 2022

Joseph W. Mollica
Chairman
New Hampshire State Liquor Commission
50 Storrs Street, P.O. Box 503
Concord, NH 03302-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Essintial Enterprise Solutions, Inc. of Mechanicsburg, PA, as described below and referenced as DoIT No. 2020-005A.

The purpose of this contract amendment is to expand the agreement's scope to add staging, deployment of Next Gen Lane equipment, disposition of old equipment as well as managed services for the store lanes, and extending the contract completion date to July 31, 2024.

This contract amendment requests to increase the not to exceed amount by $1,159,818.62 from $1,095,924.00 to $2,255,742.62 and shall become effective upon the date of Governor and Executive Council approval through July 31, 2024.

A copy of this letter should accompany the New Hampshire State Liquor Commission's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/RA
RID #43143
DoIT# 2020-005A
cc: Jessica Co, DoIT

STATE OF NEW HAMPSHIRE
LIQUOR COMMISSION

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made this 24 day of February, 2022 between the New Hampshire Department of Information Technology (DoIT), on behalf of the NHLC (hereinafter the "NHLC") and Essintial Enterprise Solutions, LLC ("Essintial" or "Contractor"), (VC #208276) (PO 1046971), with a principal place of business at 431 Railroad Avenue, Camp Hill, PA 17011 (hereinafter the "Contractor").

WHEREAS the Department of Information Technology (DoIT), on behalf of the NHLC, and Contractor entered into a sole source agreement approved by the Governor and Executive Council of the State of New Hampshire on July 31, 2019 ("the Agreement"), pursuant to which the Contractor is required to maintain and support the NHLC's Point-of-Sale (POS) systems located in all of the NHLC's stores and headquarters.

WHEREAS the scope of work for the maintenance and support of the POS system contained in the July 31, 2019 agreement requires adjustment to assist in the implementation of the D365-based ERP system, which will integrate and support the full breadth of the NHLC's operations and replace its aging legacy system.

WHEREAS Essintial will continue to provide the hardware repair services, and will provide professional services and implementation, as well as provide hardware staging, deployment, and disposition of old hardware, and continued software procurement and managed services.

NOW THEREFORE, the NHLC and Contractor, in accordance with Section 18 of the General Provisions of the Agreement, mutually agree to amend their existing Agreement as follows:

Form P-37 Agreement – General Provisions is amended as follows:

1. Amend Section 1.7 of the General Provisions of the Amendment (Form P-37) to reflect a completion date of 7/31/24.

2. Amend Section 1.8 of the General Provisions of the Agreement (Form P-37) to reflect a Revised Price Limitation of $2,255,742.62.

Contract Agreement – Part 2

1. Amend 1.3 Contract Term—paragraph two, which shall read as follow:

   The Contract shall begin on the Effective Date and extend through 07/31/2022. The Term may be extended up to two (2) years, ("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 7/31/2024. The parties hereby extend the term of the contract by an additional two (2) years. The contract shall terminate on

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7/31/2024. There are no further extensions.

EXHIBIT B – PRICING AND PAYMENT SCHEDULE is amended as follows:

1. Amend Section 1, **Deliverable Payment Schedule, 1.1 Not to Exceed**, which shall read as follows:

   This is a Not to Exceed (NTE) Contract totaling $1,157,238.66 for the period between 08/01/2019 through 07/31/2022. The Contract was extended by amendment through 07/31/2024. For the period of 08/01/22 through 07/31/2024, the NTE Contract totaling is $1,098,503.96. The total NTE Contract for the 5-year term from 08/01/2019 through 07/31/2024 is $2,255,742.62.

   The rest of the paragraph remains the same.

2. Amend Section 1, Deliverable Payment Schedule, to add a Table 1.2 (a)—Essintial Annual Rates–which shall read as follows:

Table 1.2 (a)—Essintial Annual Rates						
	8/1/19-7/31/20	8/1/20-7/31/21	8/1/21-7/31/22	8/1/22-7/31/23	8/1/23-7/31/24	Total
01-03-03-030010-76770000- DoIT IT for Liquor 037-500168 POS Equipment Maintenance (Prof Svcs/ Reimaging, as used)	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$250,000.00
02-77-77-771512-10300000- Marketing and Merchandising Store Operations 030-500311 Equipment - General (New) (Deployment/ Logistics/ Disposition, as used)	$63,598.35	$63,598.35	$63,598.35	$63,598.35	$63,598.35	$317,991.75
02-77-77-771512-10300000- Marketing and Merchandising Store Operations 103-500737 Includes contractual costs of labor, materials, parts, etc., for repairs and/or alterations to machinery, equipment, furniture, and fixtures of all description with the	$251,709.65	$251,709.65	$251,709.65	$251,709.65	$251,709.65	$1,258,548.25

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exception of motor vehicles.						
0277-77-771512-10300000 Desktop Software -038 500175 Computer Software – Minor upgrades, customer support, application licenses and installation	$0.00	$0.00	$61,314.66	$183,943.98	$183,943.98	$429,202.62
Total NTE	$365,308.00	$365,308.00	$426,622.66	$549,251.98	$549,251.98	$2,255,742.62

3. Amend Section 1, Deliverable Payment Schedule, to add a Table 1.3 (a) Essintial Enterprise Solutions Rates Pricing Worksheet (Hourly Rate)—which shall read as follows:

Table 1.3 (a)— Essintial Enterprise Solutions Rates Pricing Worksheet (Hourly Rate)				
	8/1/21-7/31/22	8/1/22-7/31/23	8/1/23-7/31/24	Total
Professional Services and Implementation	$200.00	$200.00	$200.00	
Hardware Staging, Deployment, and Disposition				
Project Manager	$110.00	$145.00	$145.00	
Technician	$80.00	$110.00	$110.00	
Ongoing Managed Services	n/a	n/a	n/a	
Software	n/a	n/a	n/a	

4. Amend Section 2, **Total Contract Price**, add in the following paragraph, which shall read as follows:

The Contract was extended by amendment through 07/31/2024. For the period of 08/1/22 through 07/31/2024, the Not to Exceed Contract total is $2,185,015.17. This payment by the State of an amount not to exceed the Not to Exceed Contract Totaling shall be the only, and the complete reimbursement to Essintial for all fees and expenses, of whatever nature, incurred by Essintial in the performance hereof.

EXHIBIT I – WORK PLAN is amended after **3. WORK PLAN**, as follows:

4. PROFESSIONAL SERVICES AND IMPLEMENTATION

As part of professional services and implementation, Essintial shall do the following:

a. Review the current environment/planned environment. This review shall include the following:

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- POS hardware and software
- Network infrastructure (e.g. firewalls, switches, circuits, etc.)

b. Assist in identifying possible obstacles/challenges to achieving planned environment and recommend solutions to overcome them.

c. Recommend software platforms and management tools that would allow for both proactive management and remote support of the planned environment.

d. Work with State-approved software platforms to configure and deploy toolset on behalf of the State prior to launch. Essintial technical resource will visit NHLC HQ to assist in image creation; date to be agreed by the Parties.

e. Work with NHLC's Microsoft Dynamics vendor, Blue Horseshoe and Verifone pinpad vendor GPI, to determine initial deployment strategies and ongoing support escalation process for Dynamics related issues.

f. Recommend software solutions for maintaining all hardware and software secure configuration including antivirus updates and scans, remote monitoring and upgrading/patching, vulnerability assessment and remediation, and asset management scans.

g. The State will provide a base image with Windows and MPOS software for POS devices. Essintial will work with the State to edit the base gold image to include State approved antivirus and remote monitoring/patching software solutions for maintaining all hardware and software secure configuration including antivirus updates and scans, remote monitoring and upgrading/patching, vulnerability assessment and remediation, and asset management scans. The final product will be the approved gold image for use on NHLC POS devices.

h. Work with selected software platform to securely configure and deploy software, meeting the State's standards, including the latest updates and patches, on behalf of the State prior to launch.

i. Work with software vendor and Store Operations Team to obtain training materials and knowledge of the new software environment. Provide training materials and full knowledge transfer of the new Essintial-supported environment to State employees using the software. Note that a separate vendor is responsible for distributing training documentation and knowledge transfer for Microsoft Dynamics.

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Pricing:

j. Price per Hour - $200.00
k. Maximum Hours - 280

5. HARDWARE STAGING, DEPLOYMENT, AND DISPOSITION

Assertions:

- Scope for the first ten (10) sites (approximately) will be as follows:
  - NHLC Personnel will stage and perform the hardware replacement with new equipment.
  - One lane per store will have the new Windows Gold Image. All remaining lanes will have the legacy Linux Image.
  - NHLC may request manpower assistance from Essintial for this refresh activity.
  - At a later date, determined by NHLC, Essintial will return to site to perform the Onsite Re-Imaging tasks identified below.
- All of the work identified below is billed 'as used'. There is no volume commitment to Essintial.

As part of Hardware Staging, Deployment, and Disposition, Essintial shall do the following as requested by NHLC:

a. Hardware Staging:
   i. Essintial to provide onsite technical labor assistance at the NHLC facility in Concord NH, as needed during business hours. NHLC is responsible for providing a safe working environment with adequate light, storage, and power/data connections to perform the tasks as requested.
   ii. Expectation is up to thirty (30) minutes per Point-of-Sale device to load image and configure as needed. Base Image is provided by NHLC. Final Image will be a joint effort between NHLC, NHLC vendor, and Essintial.
b. Hardware Deployment:
   i. Essintial will manage logistics of hardware delivery from the NHLC facility to each store location according to the agreed Deployment schedule.
   ii. Essintial to provide field labor Technicians to install and test new Point-of-Sale hardware.
   iii. Work will be performed overnight, with start time 1 hour in advance of store close. Essintial and NHLC will collaborate on schedule.
   iv. Scope of work onsite
      1. Check in with Site Manager.
      2. Locate equipment delivered to site and validate inventory. Notify Essintial / NHLC of any missing inventory.
      3. Remove existing Point of Sale hardware (Base Unit, Monitor, lane printer, scanner, Verifone, cash drawer, UPS (Lane 1 only)). May include NetGear unmanaged switch on most lanes.

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4. Remove HP ML310 Server. Tidy unused wiring/cables per installation guide. Do not remove lockbox/cabinet.
5. It is expected that the environment will be dusty/dirty; Essintial resource will clean up the area/vacuum the environment before new equipment is put in place.
6. Install new Point of Sale All in One unit plus NetGear switch, printer, scanner, cash drawer, Verifone, UPS (Lane 1 only)
    a. Capture serial number and asset tag number as applicable for new units and old units at each site.
7. Plug in peripherals and test full system including Site Manager signoff.
8. Pack up old hardware for return to Essintial facility.
    a. Verifone devices are leased equipment and need to be returned to Verifone. Disposition of Verifone devices will be in accordance with the State's agreement with Verifone.
9. Check out with Essintial PMO.

v. The following morning, Essintial will dispatch a resource to each site for 4 hours of Go-Live Day 1 Support, scheduled to arrive 30 minutes prior to store open, to troubleshoot with any issues that may arise. Any incidents will be logged with the Essintial Service Desk for tracking purposes.

vi. In support of the above, Essintial will assign a Project Manager responsible for coordinating Essintial resources, scheduling, logistics, technical knowledge transfer, and creation of the installation guide.

c. Hardware Disposition:

i. Essintial to provide asset disposition services for old Point of Sale hardware being removed from stores, including return logistics from store to Essintial facility in Camp Hill PA.

ii. Old hardware is defined as:

1. Approximately 303 units
    a. HP RP5700 POS Base Unit w/ Certificate of destruction (COD)
    b. Gvision P15BX 15in Monitor w/ COD
    c. Receipt Printer
    d. Cash Drawer
    e. Scanner
    f. Cables
    g. NetGear unmanaged switch – if applicable
    h. Verifone w/ COD - if applicable (may be returned to Verifone)
2. Approximately 69 HP ML310 Server w/ COD
3. Approximately 138 UPS Units

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iii. Upon receipt of old hardware, Essintial will remove HDD from the POS unit and destroy (with serialized Certificate of Destruction) to ensure data integrity.

iv. Essintial will then dispose of applicable hardware listed above via the most economical of the two methods below:

1. Resell on the secondary market with 60/40% revenue sharing (NHLC/Essintial) via invoice credit (requires that Essintial perform secure wipe/factory reset/flash to remove all NHLC data prior to resale), or
2. Disposal with Certificate of Destruction (COD)
   a. Environmentally friendly disposal, with serialized Certification of Destruction for items noted.

d. Onsite Re-Imaging

i. On timeline agreed by Essintial and NHLC, Essintial to provide field labor Technicians to upgrade Point-of-Sale hardware to the new Gold Image.

ii. Work will be performed overnight, with start time 30 minutes in advance of store close. Essintial and NHLC will collaborate on schedule.

iii. Scope onsite

1. Check in with Site Manager
2. Following store close, use USB drive to upgrade Point of Sale devices to the new Gold Image (includes new Operating System).
3. Some onsite configuration may be required for POS and Verifone.
4. Upon completion, perform system testing with Site Manager.
5. Check out with Essintial Project Manager.

iv. In support of the above, Essintial will assign a Project Manager responsible for coordinating Essintial resources, scheduling, technical knowledge transfer, and creation of the upgrade guide.

Pricing:

a. Hardware Staging
   a. 30 minutes per unit @ $80.00 per hour = $40.00 per unit
b. Deployment
   a. Delivery to Site - $245.00 per site
   b. Deployment – Field Labor
      i. Two Lane Store: $480.00
      ii. Per Added Lane: $160.00
   c. Deployment – Project Management @ $110.00 per hour * 2 hours per site = $220.00 per site
   d. Go Live Support – Field Labor @ $80.00 per hour * 4 hours per site = $320.00 per site
c. Disposition
   a. Return from Site to Essintial facility - $245.00 per site
   b. HDD Removal & Destruction w/ COD - $8.00
   c. Hardware Resale (if applicable)
      i. 60/40% revenue sharing (NHLC/Essintial) via invoice credit
   d. Hardware Destruction (if applicable)
      i. Approximately 303 units

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1. HP RP5700 w/ COD - $10.00
2. Gvision Monitor w/ COD - $8.00
3. Receipt Printer - $4.00
4. Cash Drawer - $4.00
5. Scanner - $4.00
6. Cables – No charge
7. NetGear – $4.00 (if applicable)
8. Verifone w/ COD - $10.00 (if applicable)

ii. HP ML310 Server w/ COD - $10.00 –69 units
iii. Various UPS(s) – $10.00 - 138 units

d. Onsite Re-Imaging
   a. Re-Imaging – Field Labor @ $80.00 per hour * 4 hours per site = $320.00 per site.
      i. Additional time onsite will be billed at the applicable hourly rate.
   b. Re-Imaging – Project Management @ $110.00 per hour * 1 hours per site = $110.00 per site

6. **ONGOING MANAGED SERVICES**

Refer to Appendix A and Appendix B to this amendment.

Pricing:
a. Per Point of Sale Per Month - $35.75
b. Per Manager PC Per Month - $50.00 (if necessary)

7. **SOFTWARE**

Refer to Appendix A and Appendix B to this amendment.

Pricing:
a. Per Device Per Month - $7.85
   i. Point of Sale
   ii. Manager PC (if necessary)
   iii. Lab/Test Licenses

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Except as provided herein, all other provisions of the July 31, 2019 agreement, shall remain in full force and effect.

CONTRACTING OFFICER FOR STATE AGENCY:

2/24/2022

Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

Date

ESSENTIAL ENTERPRISE SOLUTIONS, LLC

2-24-22

Robert C Heck, Chief Commercial Officer

Date

Approved for Form, Substance, and Execution

Takhmina Rakhmatova

Takhmina Rakhmatova
Assistant Attorney General
Attorney General's Office

2/28/2022
Date

Contractor's Initials RCH
Date 2-24-22

Appendix A – Managed Services Scope & Terms/Conditions

1.0 Managed Services Coverage Summary

	Quantity
HP RP915 INTEL CORE I7-6700 3.4G 8M, 128GB HDD SATA SOLID STATE, 8GB DDR4-2133 (SNG CH), W10P6 64-BIT, 3-3-3 WTY US-ENGLISH LOCALIZATION	303
Software Licensing (ConnectWise Automate / Webroot Endpoint Protection) (Qty includes 10 lab/test licenses)	313
[redacted]	

2.1 Conditions for Service

The NHLC IT Environment is eligible for service, monitoring, and support under this Agreement provided it is in good condition and the Contractor's serviceability requirements/standards as defined and site environmental conditions as defined herein are met.

2.2.1 Minimum Standards Required for Services

In order for NHLC's existing environment to qualify for Contractor's Managed Services, the following requirements must be met:

1. All Point of Sale devices with Microsoft Windows Operating Systems must be running Windows 10 professional or later, and have all of the latest Microsoft Service Packs and security updates installed.
2. All desktop software must be genuine and licensed.
3. The environment must have a currently licensed and managed hardware firewall between the internal network and the Internet.
4. All wireless data traffic in the environment must be securely encrypted.
5. Each device under the Managed Services Agreement must be accessible to the Internet (security restrictions could include firewall permissions, static IPs, VPN requirements, etc., depending upon existing infrastructure).

Coverage for existing IT Assets under this Agreement are contingent upon:

1. The IT Assets meet the Contractor's serviceability standards defined in Appendix B.

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2. For remote service, a covered IT Asset must have the Contractor's Remote Monitoring and Management (RMM) agent installed and be remotely accessible over a secure and reliable internet connection. RMM will be installed, managed, and supported by the Contractor.
3. The IT Asset's physical condition, physical configuration, and/or digital configuration are supported by the manufacturer or vendor. Essintial will notify NHSLC when an IT Asset will be unsupported by the manufacturer or vendor with ample time to take necessary action.

2.2 Included Services

The equipment covered by this agreement and supported Essintial are defined in Section 1.0 (to this appendix). Any and all services not defined within Section 1.0 (to this appendix) will be considered uncovered and are subject to the out of scope/uncovered terms, fees, and conditions defined within this Agreement.

- Software Provider
  - Essintial will procure, maintain, and administer the RMM and antivirus software suite needed to support the NHLC environment (ConnectWise Automate and Webroot Endpoint Protection [Antivirus]).
  - Essintial is responsible for the procurement of licenses for each contracted unit
    - POS Devices – Hewlett-Packard - HP RP915 – Qty 303
    - Lab/Test Licenses – Qty 10
    - Total - Qty 313
- Access Control Administrator
  - Essintial will administer the RMM application and provide access control of the maintained units to authorized NHLC employees and Essintial personnel (roles and permissions TBD and subject to NHLC review and approval). Access may be granted to additional vendors subject to NHLC review and approval. Examples: Blue Horseshoe and GPI.
- Proactive System Administration
  - Essintial will be responsible for deploying OS updates and patches, 3rd party application updates/patches (approved list TBD), and antivirus updates both to a test environment and to the POS equipment listed in Section 1.0 of this Appendix.
    - Standard updates will be tested and pushed on a recurring, scheduled basis:
      - Essintial recommends a monthly cadence for standard patching based on the following schedule:
        - In coordination with the customer and on agreed to cadence Essintial will deploy outstanding patches/updates to a pre-defined lab environment. Patches/updates will not be done for disparate applications unless pre-approved by NHSLC this will prevent unknown cause / troubleshooting system issues.
        - Upon the successful completion of that release to User Acceptance Testing (UAT), customer will perform an approved checklist of activities to ensure that the functionality has not been compromised. The customer will have a week to test the updates and provide Essintial with a signed acceptance form or a list of deficiencies that

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need resolution. No updates will be released to the environment without a signed acceptance form provided.

- If functionality has been compromised due to a patch in the test environment, Essintial will work with the customer to roll back the offending patch and work with the customer to quantify the risk scenario involved and/or present alternative solutions.

- If UAT passes, customer provides Essintial with written notification of their approval and Essintial will deploy approved patches on the 3rd Wednesday of every month in a mutually agreed to maintenance window.
- Following this maintenance window, Essintial will notify the customer via reporting the successful completion record for all contracted units

- Critical updates as defined by CVSS with a rank higher than "7.0" will be notified in real-time to be tested and deployed on a mutually agreed to basis.
  - This process will follow the standard updates process, however notification, testing, and deployment will occur on a daily basis at the recommendation of Essintial and the discretion of the customer.

- Essintial will be responsible for monitoring and reporting the overall status of the NHLC POS Lane environment on at least a monthly basis. Essintial will setup alerts for hardware failure, network failures, open vulnerability threats that will notify the state within 1 hour of detection. This will include a process to send security logs to the State's SIEM.
- Essintial will attempt to resolve any RMM, anti-virus and OS-related or hardware issue remotely prior to the dispatch of an onsite engineer.

- Reactive System Administration
  - All service requests to Essintial will be initiated from the NHLC Tier 1 Help Desk following successful triage. Service requests coming to Essintial would have been pre-identified as either hardware related or application (RMM/Endpoint protection) / OS related. All other requests would be considered out of scope.
  - Upon receipt of the service request, Essintial will attempt to resolve the issue remotely prior to the dispatch of an onsite engineer.
- Reporting Services
  - Essintial will schedule a monthly status meeting.
  - Agenda items will include:
    - Status of NHLC POS environment (patching and virus protection levels and scan reports)
    - Open tickets and summary by date, locations, customer name, technician, description, resolution, category of all incidents with monthly reports and a yearly analysis provided.
    - Upcoming special conditions i.e. Holidays
    - Challenges and difficulties with recommended solutions
    - Incident reports and autopsies of incidents
    - Other concerns raised by either party
    - Action items with description of item, Point of Contact and deliverable dates
- BHS Remote Access via Connect Wise

  Essintial will prepare a plan to state approval to provide access to the D365 portion of the store lanes to BHS. This plan will include at a minimum the following topics:

  - A process to establish and maintain Multi-Factor Authentication (MFA).

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- Named users will be required and must be validated and reviewed at least every 45 days.
- It is expected to follow the SoNH End-User Account and Password Policy and User Login and Password Policy and all SoNH and Essintial security policies required by this contract.
- An agreement between BHS and Essintial to provide the least privilege to accomplish the tasks.
- No BHS employee will be given access without prior approval from NHLC.

2.3 Service Onboarding Process

The Contractor will begin to enable and provision the services defined within this Agreement, upon execution of this Agreement. This process is referred to as 'onboarding.' This process takes place over the first 90 days of a relationship.

The summary of steps the Contractor will take to provision the NHLC for service include but are not limited to:

- Addition of NHLC details to the Contractor's Professional Services Automation/ticketing tools and RMM tools.
- Deployment of the Contractor's RMM and antivirus software to the NHLC's IT Assets (Workstations).
- Configuration of Contractor's tools to meet the contractual obligations defined within this Agreement.
- Information regarding maintenance windows, key contacts, reporting requirements, and communication requirements should be established between the NHLC and the Contractor.
- Patch Management Schedule – Essintial will work with NHLC to establish a methodology to apply patches and updates such that the virus scanning, RMM, OS and D365 are not patched simultaneously. This will include the provision of ample time for NHLC to test and ensure that there are no disruptions to operations.
- Within forty-five (45) days of the execution of the contract, Essintial will survey all NHLC sites to determine if they meet current serviceability standards. Upon completion of the surveys, Essintial will propose any required corrective measures to bring deficient sites up to required standards.
- Essintial and NHLC will begin to execute any and all agreed upon corrective measures in order to meet current serviceability standards.
- Documentation on the support request, onboarding, and escalation process are provided to the NHLC.
- Recurring reporting requirements are established and configured within the Contractor's tools.
- A forty-five (45) day business and service review is expected. Upon the completion of this review and the mutual agreement of both parties, the onboarding period ends.

2.4 Data Protection

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.

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To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

a. The Contractor shall 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.
b. 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.
c. 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.
d. 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.
e. 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.

2. Data Location
   a. 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.
3. Security Incident or Data Breach
   a. 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.
   b. 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.
   c. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
   d. 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

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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.

4. Breach Responsibilities
    a. 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.
    b. 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.
    c. 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:
        i. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
        ii. promptly implement necessary remedial measures, if necessary; and
        iii. 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:
        i. the investigation and resolution of the Data Breach;
        ii. notifications to individuals, regulators or others required by State law;
        iii. a credit monitoring service required by State (or federal) law;
        iv. 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; and
    e. 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.

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Appendix B – Detailed Coverage

This Appendix B of this Agreement provides summarized descriptions of each of the services covered by this Agreement. These definitions are provided for convenience only, and do not describe the specific coverages provided by this Agreement. For specific coverages review the group for each service.

Group 1: Reduce Risk and Improve Security		
Service	**Summary Service Description**	**Coverage Detail**
Antivirus Management	The service of using an Antivirus solution to improve an IT Environment's security against spyware, malware, trojans and viruses. Includes deployment, configuration, regular scanning, definition updates, and infection remediation. This also includes monthly reports on version patch level of RMM, anti-virus and OS.	See Group 1 (Appendix.B.1) for coverage detail
Patch Management	A strategy for managing Microsoft Windows patches and updates, and service packs. Includes assessment, testing, deployment, and review of patches/updates.	See Group 2 (Appendix B.2) for coverage detail

Group 1 – Antivirus Management Coverage (Appendix B.1)

Contractor Activities	**Frequency**	**Detailed Description**
Remediate Monitor Alerts	As Needed	System alerts generated by RMM
Remediate Malware/Virus Infection	As Needed	Address AV issues identified by RMM
Adjust Antivirus Configuration	As Needed	Modify AV exceptions and settings to improve the performance, reliability, security, and integrity of the tool
Monitors & Service Monitoring*	**Frequency**	**Detailed Description**
AV - Disabled	Continuous	RMM Review of AV status
AV - Out of Date	Continuous	RMM Review of AV status
AV - Software Missing	Continuous	RMM Review of AV status
Value Reporting*	**Frequency**	**Detailed Description**
Antivirus Policy	Quarterly	Report of AV settings
Antivirus Threats	Monthly	Report of AV threats and interference
AV – Version/Patch level	Monthly	Report of AV patch level for each individual device (313)
ConnectWise Version/Patch level	Monthly	Report of ConnectWise patch level for each individual device.
OS Patches and Version Level	Monthly	Report of Patches and Current Build Level
Service Onboarding Activities	**Frequency**	**Detailed Description**
Setup and Configure Antivirus Software	Once per NHLC	
Deploy Antivirus to Workstations	Once per workstation	
Serviceable Technologies	**Supported Versions and Releases**	
Webroot Antivirus	Latest	
ConnectWise Agent	Latest	

Serviceable Conditions

Antivirus and ConnectWise are licensed, warranted and supported by software vendor/manufacturer.

Coverage Exclusions & Exceptions

Virus/malware remediation (some will be handled as indicated above). Also, if Contractor does not apply available patches and updates on the agreed schedule then remediation should be done by Contractors as outlined below. Reimage to known good state but not charged time and material.

Service Levels & Performance Goals

Antivirus Software Installed and Running on 100% of devices

Monthly touchpoint meetings and accurate reliable reporting.

Service Level & Performance Exceptions

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Malware is unpredictable and in turn, so is remediation. Therefore, remediation attempts do not fall under general resolution service levels.

Mass infections of a NHLC environment due to the unpredictable nature of malware, service levels cannot be guaranteed.

In the case of exposure, Essintial will utilize authorized toolset to restore the affected system to known good state (patches, system restore) within the scope of this agreement. If the system cannot be restored to a known good state remotely, Essintial will dispatch an engineer to perform reimage on a time and materials basis.

Group 2 – Patch Management Coverage (Appendix B.2)

Service Provider Activities	Frequency	Detailed Description
Assess available Microsoft and third party (e.g., ConnectWise, Webroot Endpoint Protection) product updates and security patches	Once Per Patch	Verify valid patches available
Test all available updates	As Needed	User requested vertical application patching
Deploy Service Provider tested and approved updates	Once Per Patch	Automatic monitoring of patches
Validate deployed updates installed successfully	Once Per Patch	Automatic monitoring of patches
Remediate unsuccessful updates	As Needed	Intervention resulting from failed patching alerts
Monitors & Service Monitoring*	**Frequency**	**Detailed Description**
UPDATES - Failed	Continuous	RMM Monitor of patch status
UPDATES - Installed	Continuous	RMM Monitor of patch status
UPDATES - Missing Service Pack	Continuous	RMM Monitor of patch status
UPDATES - Out of Date	Continuous	RMM Monitor of patch status
Value Reporting*	**Frequency**	**Detailed Description**
Patch Detail	On & Off-Boarding	Need info in all of these that are missing
Patch Health (The Health Report may replace this.)	Monthly	
Service Onboarding Activities	**Frequency**	**Detailed Description**
Define & Setup Maintenance Windows with Client		
Define & Setup Patching Policy with Client (as pre the SoNH Vulnerability Scanning and Remediation Policies)		
Serviceable Technologies	**Supported Versions and Releases**	
Windows	Windows 10 Professional and greater	

Serviceable Conditions
Windows Installation properly activated with a valid license
Windows Domain configured according to SoNH policies, procedures, and standards. Any domain changes recommended by the Service Provider must be approved by CSG and MCS.
Coverage Exclusions & Exceptions
The cost of any and all OS/equipment/software licenses necessary (in excess of ConnectWise Automate and Webroot Antivirus), to adequately license covered equipment.
Service Levels & Performance Goals
The 'Common Vulnerability Scoring System rating' when calculated, rates the Client's workstations at 92% on average or greater over the month.
Service Level & Performance Exceptions

*Dependent on the Technology being utilized and may not be available

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Appendix C – Incident Response

1. DETECTION AND REPORTING

- **Monitor:** Essintial will monitor contracted equipment 24x7x365 by utilizing the remote monitoring solution (ConnectWise) to ensure every devices is accessible and actively monitoring for threats.
- **Detect:** Detect potential security incidents by correlating information/alerts across various systems (IDS/IPS alerts, AV alerts and DLP alerts).
- **Alert:** Technicians create an incident response ticket, document initial findings, and assign an initial determination/classification (*NIST Classification Matrix attached*).
- **Report:** Begin reporting the incident to the appropriate agencies, organizations, vendors and insurance companies.

Federal Agency Incident Categories

Category	Name	Description	Reporting Timeframe
CAT 0	Exercise/Network Defense Testing	This category is used during state, federal, national, international exercises and approved activity testing of internal/external network defenses or responses.	Not Applicable; this category is for each agency's internal use during exercises.
CAT 1	*Unauthorized Access	In this category an individual gains logical or physical access without permission to a federal agency network, system, application, data, or other resource	Within one (1) hour of discovery/detection.
CAT 2	*Denial of Service (DoS)	An attack that *successfully* prevents or impairs the normal authorized functionality of networks, systems or applications by exhausting resources. This activity includes being the victim or participating in the DoS.	Within two (2) hours of discovery/detection if the successful attack is still ongoing and the agency is unable to successfully mitigate activity.
CAT 3	*Malicious Code	*Successful* installation of malicious software (e.g., virus, worm, Trojan horse, or other code-based malicious entity) that infects an operating system or application. Agencies are NOT required to report malicious logic that has been *successfully quarantined* by antivirus (AV) software.	Daily Note: Within one (1) hour of discovery/detection if widespread across agency.
CAT 4	*Improper Usage	A person violates acceptable computing use policies.	Weekly
CAT 5	Scans/Probes /Attempted Access	This category includes any activity that seeks to access or identify a federal agency computer, open ports, protocols, service, or any combination for later exploit. This activity does not directly result in a compromise or denial of service.	Monthly Note: If system is classified, report within one (1) hour of discovery.
CAT 6	Investigation	*Unconfirmed* incidents that are potentially malicious or anomalous activity deemed by the reporting entity to warrant further review.	Not Applicable; this category is for each agency's use to categorize a potential incident that is currently being investigated.

2. CONTAINMENT AND NEUTRALIZATION

- **Coordinated Shutdown:** Once all affected systems have been identified and/or compromised by a threat actor, perform a coordinated shutdown of these devices. A notification must be sent to all IR team members to ensure timing is synchronized.

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- **Wipe and Rebuild:** Wipe the infected devices and reimage with most recent image. Change passwords of all compromised accounts and derivatives.
- **Threat Mitigation:** If domains or IP addresses that are known to be leveraged by threat actors for command and control have been identified, immediately block the communication to those networks from all ingress/egress channels. This includes known safe products such as TeamViewer, LogMeIn, etc. Until the threat has been remedied, all communication to those tools must be blocked.

3. POST-INCIDENT ACTIVITY

Once an incident has been resolved and security has been restored, there is more work to be done. We must properly document any and all information so that we may create new policies and/or procedures to ensure this doesn't happen again in the future.

- **Complete Post-Mortem Report:** Documenting the incident and all information obtained will help enhance the incident response plan going forward and possibly identify additional security measures to avoid such security incidents in the future.
- **Monitor Post-Incident:** Since we know threat-actors are not easily deterred, we must closely monitor for activities post-incident.
- **Identify preventative measures:** Where applicable, modify existing or create new security policies to thwart future incidents.

Sample Incident Reponse Form.pdf

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ESSINTIAL ENTERPRISE SOLUTIONS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on June 17, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 615397
Certificate Number: 0005639879

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of January A.D. 2022.

William M. Gardner
Secretary of State

Certificate of Vote
(Corporation without Seal)

I, Robert Kolb, President of Essintial Enterprise Solutions, LLC, do hereby certify that:

(1) I am the duly appointed and acting President of Essintial Enterprise Solutions, LLC, a Delaware Limited Liability Company (the "Corporation");

(2) I maintain and have custody and am familiar with the minute books of the Corporation;

(3) I am duly authorized to issue certificates with respect to the contents of such books;

(4) The following are true, accurate, and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 10th day of February, 2022, which meeting was duly held in accordance with Delaware law and the limited liability agreement of the Corporation:

> RESOLVED: That this Corporation extend and amend its contract (Contract # 2020-005) with the State of New Hampshire, providing for the performance of certain IT services, and that the President (and Vice President) (and Treasurer) (and any officer of this Corporation) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge, and deliver for and on behalf of this Corporation any and all documents, agreements, and other instruments (and any amendments, revisions, or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable, or appropriate to accomplish the same;
>
> RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) The forgoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;

and;

(6) The Corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Corporation this 21 day of Feb, 2022.

Robert Kolb, President

Commonwealth of Pennsylvania - Notary Seal
Danielle Irving, Notary Public
Montgomery County
My commission expires July 16, 2025
Commission number 1403786

State of: PA
County of: Phila
The foregoing instrument was acknowledged before me 21 day of Feb, 2022

Your Name Here, Notary Public
My Commission Expires 7-16-2025

ESSIENT-01 TDENIGHT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/30/2021

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
Johnson, Kendall & Johnson, Inc.
109 Pheasant Run
Newtown, PA 18940

CONTACT NAME:
PHONE (A/C, No, Ext): (215) 968-4741 FAX (A/C, No): (215) 968-0973
E-MAIL ADDRESS: info@jkj.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Essintial Enterprise Solutions, LLC
431 Railroad Ave
Shiremanstown, PA 17011

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR			35911003	9/1/2021	9/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			73558238	9/1/2021	9/1/2022	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 10,000,000
	☐ EXCESS LIAB X CLAIMS-MADE			79877150	9/1/2021	9/1/2022	AGGREGATE	$ 10,000,000
	☐ DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐	N / A		71751927	9/1/2021	9/1/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE:
Contract# ST30107

CERTIFICATE HOLDER

State of NH Department of Information Technology
Attn: Chief Information Officer
27 Hazen Drive
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

Denis Goulet
Commissioner

July 17, 2019

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) on behalf of the State of New Hampshire Liquor Commission to enter into a **Sole Source** contract with Essintial Enterprise Solutions, Inc. (Essintial), of Mechanicsburg, PA (VC #208276) (PO 1046971), in the amount not to exceed $1,095,924.00 for the continued maintenance and support of the New Hampshire Liquor Commission Point-of-Sale (POS) systems located in all of the NHSLC retail stores and headquarters, effective August 1, 2019 or upon Governor and the Executive Council approval, whichever is later, through July 31, 2022. With an option to renew up to one (1) time for two (2) years, but not beyond July 31, 2024 upon consent of both parties and Governor and Executive Council approval.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the New Hampshire Liquor Commission to reimburse DoIT is 100% Liquor Funds. 100% Liquor Funds used for Liquor Commission. Funds to support this request are anticipated to be available in the following accounts in FY 2020, FY 2021 and FY 2022 upon availability and continued appropriation of funds in the future operating budgets, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	ACTIVITY CODE	FY 2020	FY 2021	FY 2022	AMOUNT
01-03-03-030010-76770000-DoIT- IT for Liquor 037-500168 POS Equipment Maintenance	03770012	$50,000.00	50,000.00	$50,000.00	$150,000.00
02-77-77-771512-10300000-Marketing and Merchandising Store Operations 030-500311 Equipment - General (New)		$63,598.35	$63,598.35	$63,598.35	$190,795.05
02-77-77-771512-10300000-Marketing and Merchandising Store Operations 024-500225 Contract Repairs; Machin-Equip		$251,709.65	$251,709.65	$251,709.65	$755,128.95
	FY Total	$365,308.00	$365,308.00	$365,308.00	
				Grand Total	$1,095,924.00

EXPLANATION

This Sole Source contract is necessary to allow the State to receive the continuity of maintenance at the service level necessary for the existing Mapper & ACR systems while also allowing a seamless transition to the new POS system. Essintial's experience and knowledge of the existing system and hardware is crucial to the State during the expected transition period between old and new systems. Essintial provides the ongoing operational maintenance for NHLC Point-of-Sale (POS) systems located in all the NHLC retail stores. These systems perform the stores' vital cash, gift and credit card transactions daily; therefore, State access to responsive and reliable technical support is critical.

The Liquor Commission is currently in the development phase of implementing a new cloud solution that will integrate the retail POS and headquarters operational systems. It is important to note that while the Liquor Commission is currently only in the development phase, the new solution is expected to be implemented during the period of this contract.

The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,

Denis Goulet
Commissioner
Department of Information Technology

Joseph W. Mollica
Chairman
Liquor Commission

DG/kaf
DoIT: 2020-005
R&R RID #43143
cc: Jessica Co, DoIT for Liquor

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

Denis Goulet
Commissioner

July 2, 2019

Joseph W. Mollica
Chairman
New Hampshire State Liquor Commission
50 Storrs Street, P.O. Box 503
Concord, NH 03302-0503

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** contract agreement with Essintial Enterprise Solutions, Inc. of Mechanicsburg, PA, as described below and referenced as DoIT No. 2020-005.

The purpose of this contract is for the continued maintenance and support of the New Hampshire Liquor Commission Point-of-Sale (POS) systems located in all of the NHSLC retail stores and headquarters. These systems perform the stores' vital cash, gift and credit card transactions daily.

The amount of the contract is not to exceed $1,095,924.00, and shall become effective August 1, 2019 or upon the date of Governor and Executive Council approval, whichever is later, through July 31, 2022.

A copy of this letter should accompany the New Hampshire State Liquor Commission's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
R&R RID #43143
DoIT# 2020-005
cc: Jessica Co, DoIT
Autumn Shaw, DoIT

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE STATE LIQUOR COMMISSION
POINT OF SALE EQUIPMENT MAINTENANCE
CONTRACT 2020-005
AGREEMENT- PART 1

Subject: 2020-005 NHSLC Point of Sale Equipment Maintenance 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 Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Essintial Enterprise Solutions, Inc.		1.4 Contractor Address One Sterling Place 100 Sterling Parkway, Suite 307 Mechanicsburg, PA 17050	
1.5 Contractor Phone Number 800.384.7000	1.6 Account Number 010-003-7677-0300-037-0188-7130550	1.7 Completion Date 07/31/2022	1.8 Price Limitation $1,095,924.00
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner		1.10 State Agency Telephone Number 603-223-5703	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Robert Holb, President & CFO	

1.13 Acknowledgement: State of , County of

On 6/28/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace [Seal]	COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL ELAINE YONCUSKI, Notary Public SILVER SPRING TWP, CUMBERLAND COUNTY My Commission Expires Jul 19, 2020
1.13.2 Name and Title of Notary or Justice of the Peace Elaine Yoncuski, Finance Mgr.	
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory Denis Goulet Commissioner & CIO

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On: July 18, 2019

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On: 7/15/2019

1.18 Approval by the Governor and Executive Council

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the 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 remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

TERMS AND DEFINITIONS

The following general Contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Essintial and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A Contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The Essintial's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Essintial has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun..
Change Order	Formal Documentation prepared for a proposed change in the Specifications.

Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract.*
Contract	This Agreement between the State of New Hampshire and a Essintial, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1).
Contract Managers	The persons identified by the State and the Essintial who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial off the Shelf
Cure Period	The period following written notification of a default within which a Contracted Essintial must cure the default identified.
Custom Code	Code developed by the Essintial specifically for this Project for the State of New Hampshire.
Custom Software	Software developed by the Essintial specifically for this Project for the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Essintial during the Contract Term.
DBA	Database Administrator

Deficiencies/Defects	A failure, Deficiency or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services Were Deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Essintial to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the encoding of Data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the

	Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and The Executive Council	The New Hampshire Governor and The Executive Council.
Hardware	All hardware utilized by the New Hampshire State Liquor Commission in the operation of the Point of Sales System in the stores and at Head Quarters.
Harvest	Software to archive and/or control versions of software.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by Essintial as essential to work on the Project.

Non Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Essintial to begin work on the Contract on a given date and time.
Open Data Formats	A Data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer Data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and Contracted Essintial's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the

	required Specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by the Essintial to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Essintial's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Essintial on the Project.
Proposal	The submission from a Essintial in response to the Request for a Proposal or Statement of Work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of Reviewing Deliverables for Acceptance.
Review Period	The period set for Review of a Deliverable. If none is specified, then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying Data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Service Level Agreement (SLA)	A signed Agreement between the Essintial and the State specifying the level of Service that is expected of, and provided by, the Essintial during the term of the Contract.
Services	The work or labor to be performed by the Essintial on the Project as described in the Contract.
Software	All Custom Software and COTS Software provided by the

	Essintial under the Contract.
Software Deliverables	COTS Software and Enhancements
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 Essintial in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as both: State of New Hampshire Dept. of Information Technology 27 Hazen Drive Concord, NH 03301 State of New Hampshire NH State Liquor Commission 50 Storrs Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Essintial. The Contract Agreement SOW defines the results that the Essintial remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.

Subcontract or	A person, partnership, or company not in the employment of, or owned by, the Essintial, which is performing Services under this Contract under a separate Contract with or on behalf of the Essintial.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Essintial, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of Specifications of the Contract Agreement.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Transition Services	Services and support provided when Essintial is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Verification	Supports the confirmation of authority to enter a computer system, application or network.

Walk Through	A step-by-step Review of a Specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	A period of coverage during which Essintial is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Essintial during the Warranty Period.
Work Hours	Essintial personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon Agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Essintial either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Information Technology ("DoIT) for the benefit of the New Hampshire State Liquor Commission ("NHSLC") collectively referred to as the "State", and Essintial Enterprise Solutions ("EES" or "Essintial"), having its principal place of business at One Sterling Place, 100 Sterling Parkway, Suite 307, Mechanicsburg, PA 17050.

This Contract is for technical support and maintenance Services for the New Hampshire State Liquor Commission Point of Sales Equipment in 77 retail outlets and Headquarters.

RECITALS

The State desires to have Essintial provide on-going technical support and maintenance for Point of Sale ("POS") Hardware at the New Hampshire State Liquor Commission retail outlets and headquarters.

Essintial wishes to supply on-going technical support and maintenance for hardware at the New Hampshire State Liquor Commission retail outlets and headquarters.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

A. Part 1 – State Terms and Conditions contained in the Form P-37
B. Part 2 – The Contract Agreement
C. Part 3 – Consolidated Exhibits
   - Exhibit A- Contract Deliverables
   - Exhibit B- Price and Payment Schedule
   - Exhibit C- Special Provisions
   - Exhibit D- Administrative Services
   - Exhibit E- Implementation Services
   - Exhibit F- Testing Services
   - Exhibit G- Maintenance and Support Services
   - Exhibit H- Requirements- Essintial's Responses
   - Exhibit I- Work Plan
   - Exhibit J- Software License and related Terms
   - Exhibit K- Warranty and Warranty Services
   - Exhibit L- Training Services
   - Exhibit M- Agency RFP with Addendums, by reference
   - Exhibit N- Essintial Proposal, by reference
   - Exhibit O- Certificates and Attachments

1.2 Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

a. State of New Hampshire, Department of Information Technology, Contract Agreement 2020-005, including Parts 1, 2, and 3.
b. Vendor Statement of Work 2020-005 dated June 19, 2019.
c. Vendor Quote 2020-005

1.3 Contract Term

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through 07/31/2022. The Term may be extended up to two (2) years, ("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 7/31/2024.

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

The State does not require Essintial to commence work prior to the Effective Date; however, if Essintial commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Essintial. In the event that the Contract does not become effective, the State shall be under no obligation to pay Essintial for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

Time is of the essence in the performance of Essintial's obligations under the Contract.

2. COMPENSATION

2.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

2.2 Non-Exclusive, Not to Exceed Price Contract

This is a Non-Exclusive, Not to Exceed (NTE) Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. Essintial shall not be responsible for any delay, act, or omission of such other Contractors, except that Essintial shall be responsible for

any delay, act, or omission of the other Contractors if such delay, act, or omission is caused by or due to the fault of Essintial.

3. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both Essintial and State personnel. Essintial shall provide all necessary resources to perform its obligations under the Contract. Essintial shall be responsible for managing the Project to its successful completion.

3.1 Essintial's Contract Manager

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

Essintial's Contract Manager is:
Greg Lorenzen
Chief Sales Officer 100 Sterling Parkway, Suite 307
Mechanicsburg, PA 17050
Tel: 717.610.3097
Fax: 717.790.0136
Email: GLorenzen@essintial.com

3.2 Essintial's Project Manager

3.2.1 Contract Project Manager

Essintial shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Essintial's selection of Essintial 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 Essintial Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Essintial's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 Essintial Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Essintial's representative for all administrative and management matters. Essintial's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. Essintial's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Essintial's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 Essintial shall not change its assignment of Essintial Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Essintial's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than

Essintial Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and* Background *Checks*, below. Essintial shall assign a replacement Essintial Project Manager within ten (10) business days of the departure of the prior Essintial Project Manager, and Essintial shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Essintial Project Manager.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Essintial in default and pursue its remedies at law and in equity, if Essintial fails to assign an Essintial Project Manager meeting the requirements and terms of the Contract.

Essintial's Project Manager is:
Don Davis
100 Sterling Parkway, Suite 307
Mechanicsburg, PA 17050
Tel: 717.610.3056
Fax: 717.790.0136
Email: ddavis@essintial.com

3.3 Essintial Key Project Staff

3.3.1 Essintial shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Essintial Response Checklist*. The State may conduct reference and background checks on Essintial Key Project Staff. The State reserves the right to require removal or reassignment of Essintial's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

3.3.2 Essintial shall not change any Essintial Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Essintial Key Project Staff will not be unreasonably withheld. The replacement Essintial Key Project Staff shall have comparable or greater skills than Essintial Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: System Requirements and Deliverables and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: Reference and Background Checks,

3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Essintial in default and to pursue its remedies at law and in equity, if Essintial fails to assign Key Project Staff meeting the

requirements and terms of the Contract or if it is dissatisfied with Essintial's replacement Project Staff.

3.3.3.1 Essintial Key Project Staff shall consist of the following individuals in the roles identified below:

Essintial's Key Project Staff:	
Key Member(s)	**Title**
Greg Lorenzen	Chief Sales Officer
Don Davis	Project Manager
William Roop	Senior Field Engineer
Mark Stevens	Secondary Field Engineer
Anthony Ebron	Tertiary Field Engineer

3.4 State Contract Manager

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

The State Contract Manager is:
Jessica Co
Information Technology Manager – Liquor
Department of Information Technology
50 Storrs Street
Concord, NH 03301
Tel: (603) 230-7077
Email: Jessica.Co@doit.nh.gov

3.5 State Project Manager

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

a. Leading the Project;
b. Engaging and managing all vendors;
c. Managing significant issues and risks.
d. Reviewing and accepting Contract Deliverables;
e. Invoice sign-offs;
f. Review and approval of change Proposals; and
g. Managing stakeholders' concerns.

The State Project Manager is:
Jessica Co
DoIT IT Lead
New Hampshire Liquor Commission
PO Box 503
Concord, NH 03302-0503
Tel: (603) 230-7077
Fax : (603) 271-3897

Email : Jessica.Co@doit.nh.gov

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of Essintial Project Manager and Essintial Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality.*

4. DELIVERABLES

4.1 Essintial Responsibilities

Essintial shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontract or is used.

Essintial may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37.* Essintial must submit all information and Documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Essintial to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

Essintial shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables.*

Upon its submission of a Deliverable or Service, Essintial represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from Essintial that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables.* The State will notify Essintial in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Essintial's written Certification. If the State rejects the Deliverable, the State shall notify Essintial of the nature and class of the Deficiency and Essintial shall correct the Deficiency within the period identified in the Work Plan. If no period for Essintial's correction of the Deliverable is identified, Essintial shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to Review the Deliverable and notify Essintial of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Essintial fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue Reviewing the Deliverable and require Essintial to

continue until the Deficiency is corrected, or immediately terminate the Contract, declare Essintial in default, and pursue its remedies at law and in equity.

4.4 System/Hardware Testing and Acceptance

System/Hardware Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

4.5 Security

Appropriate levels of security must be implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and Services. State resources, information, and Services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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

All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

5. SOFTWARE

Not applicable.

6. WARRANTY

Essintial shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

Essintial shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 Administrative Services

Essintial shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

7.2 Implementation Services

Essintial shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: Implementation Services.

7.3 Testing Services

Essintial shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: Testing Services.

7.4 Training Services

Essintial shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

7.5 Maintenance and Support Services

Essintial shall provide the State with Maintenance and support Services for the Hardware set forth in the Contract, and particularly described in Exhibit G: System Maintenance and Support.

8. WORK PLAN DELIVERABLE

Essintial shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

8.1 The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: Work Plan. Essintial shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: Work Plan. The updated Contract Exhibit I: Work Plan, as approved by the State, is incorporated herein by reference.

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

8.3 In the event of any delay in the Schedule, Essintial must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Essintial 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.

8.4 In the event additional time is required by Essintial 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 Essintial'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.

8.5 Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Essintial's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5)

business days of Essintial's receipt of a Change Order, Essintial shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

Essintial may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to Essintial's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing.

All Change Order requests from Essintial to the State, and the State Acceptance of Essintial's estimate for a State requested change, will be acknowledged and responded to, either Acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1 State's Data

All rights, title, and interest in State Data shall remain with the State.

10.2 Essintial's Materials

Subject to the provisions of this Contract, Essintial may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, Essintial shall not distribute any products containing or disclose any State Confidential Information. Essintial shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Essintial employees or third party consultants engaged by Essintial.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination Data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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.

10.4 Survival

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, Essintial may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings (*see e.g. RSA Chapter 91-A: 5 *Exemptions).* Essintial shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for Essintial's performance under the Contract.

11.2 State Confidential Information

Essintial shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Essintial in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) 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 (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Essintial shall immediately notify the State if any request, subpoena or other legal process is served upon Essintial regarding the State Confidential Information, and Essintial shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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

11.3 Essintial Confidential Information

Insofar as Essintial seeks to maintain the confidentiality of its confidential or proprietary information, Essintial must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Essintial considers the Software and Documentation to be Confidential Information. Essintial acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Essintial as confidential, the State shall notify Essintial and specify the date the State will be releasing the requested information. At the request of the State, Essintial shall cooperate and assist the State with the collection and Review of Essintial's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Essintial's sole responsibility and at Essintial's sole expense. If Essintial 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 Essintial, without any liability to Essintial.

11.4 Survival

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Essintial shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions.*

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2 Essintial

Subject to applicable laws and regulations, in no event shall Essintial be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Essintial's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions.*

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to Essintial's indemnification obligations set forth in the *Contract Agreement* Part 1-Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-Part 2-Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

12.4 Survival

This *Contract Agreement*- Part 2-Section 12: *Limitation of Liability* shall survive termination or Contract Conclusion.

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

a. Failure to perform the Services satisfactorily or on Schedule;
b. Failure to submit any report required; and/or
c. Failure to perform any other covenant, term or condition of the Contract

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

a. Unless otherwise provided in the Contract, the State shall provide Essintial written notice of default and require it to be remedied within, in the absence of a greater or lesser Specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If Essintial fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Essintial notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

b. Give Essintial a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to Essintial during the period from the date of such notice until such time as the State determines that Essintial has cured the Event of Default shall never be paid to Essintial.

c. Set off against any other obligations the State may owe to the Essintial any damages the State suffers by reason of any Event of Default;

d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

e. Procure Services that are the subject of the Contract from another source and Essintial shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive

bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

13.1.2 The Essintial shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.1.3 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is herby reserved to the State. This covenant shall survive termination or Contract Conclusion.

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Essintial. In the event of a termination for convenience, the State shall pay Essintial the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.2.2 During the thirty (30) day period, Essintial shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 Termination for Conflict of Interest

13.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if Essintial did not know, or reasonably did not know, of the conflict of interest.

13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by Essintial, the State shall be entitled to pursue the same remedies against Essintial as it could pursue in the event of a default of the Contract by Essintial.

13.4 Termination Procedure

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

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

a. Stop work under the Contract on the date, and to the extent specified, in the notice;

b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontract s related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontract s, 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;

c. 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 Essintial and in which the State has an interest;

d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

e. Provide written Certification to the State that Essintial has surrendered to the State all said property.

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

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 Essintial shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

15.2 Essintial shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Essintial of any of its obligations

under the Contract nor affect any remedies available to the State against Essintial that may arise from any event of default of the provisions of the Contract. The State shall consider Essintial to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit Essintial from assigning the Contract to the successor of all or substantially all of the assets or business of Essintial provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Essintial should change ownership, as permitted under this Contract Agreement Part 2, Section 14: Change of Ownership, the State shall have the option to continue under the Contract with Essintial, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Essintial, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Essintial, its successors or assigns.

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	William Roop Senior Field Engineer	Jessica Co Project Manager - DoIT	5 Business Days
First	Don Davis Project Manager	Rosemary Wiant Chief Operating Officer - NHSLC	10 Business Days
Second	Greg Lorenzen, Chief Sales Officer	Denis Goulet Commissioner - DoIT	15 Business Days

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

17. ESCROW OF CODE

Not applicable.

18. IT PROVISIONS

18.1 Shipping and Delivery Fee Exemption

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

18.2 Project Workspace and Office Equipment

The State agency will work with Essintial to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Essintial's staff.

18.3 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Essintial with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow Essintial to perform its obligations under the Contract.

18.4 Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

18.5 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"), Essintial 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 Essintial access or attempt to access any information without having the express authority to do so.

c. That at no time shall Essintial 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 Essintial must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used

by Essintial. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if Essintial is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.6 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". Essintial understand and agree that use of email shall follow State standard policy (available upon request).

18.7 Internet/Intranet Use

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

18.8 Regulatory Government Approvals

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

18.9 Force Majeure

Neither Essintial nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Essintial's inability to hire or provide personnel needed for Essintial's performance under the Contract.

18.10 Insurance

18.10.1 Essintial Insurance Requirement
See Contract Agreement Part 1-Form P-37 Section 14.

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

18.11 Exhibits

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

18.12 Venue and Jurisdiction

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

18.13 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.

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1. GENERAL PROJECT ASSUMPTIONS

Essintial shall provide the State with Store and POS Hardware support and maintenance Services that will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, Essintial shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2:1 Implementation Schedule – Activities / Deliverables / Milestones

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	EES shall provide fully qualified field engineers with knowledge and experience as described in the Contract, working on site for full business days on Projects as directed by the State Project Manager. Available 6am – 10pm during normal store hours, as well as being available prior to store openings or available after store closings when needed. Working throughout the day on prioritized break-fix tickets received via the NHSLC Help Desk.	Non-Software	Through 7/31/2022
2	Support NHSLC hardware as specified in the Contract, including but not limited to requirements #31 through #33 of Exhibit H, Table H-1.	Non-Software	Through 7/31/2022
3	Support NHSLC Software as specified in the Contract, including but not limited to requirements #21 through #23 of Exhibit H, Table H-1.	Software	Through 7/31/2022
4	Provide a toll-free technical support phone line as specified in the contract, including but not limited to requirements #1 through #5 of Exhibit H, Table H-1.	Non-Software	Through 7/31/2022

5	EES field engineers shall respond to NHSLC Service calls as specified in the contract, including but not limited to requirements #6 through #8 of Exhibit H, Table H-1.	Non-Software	Through 7/31/2022
6	EES shall have spare parts available as specified in the Contract, including but not limited to requirements #12 through #14 of Exhibit H, Table H-1. NHLC will provide any Make / Model Changes to EES in the event there are changes to equipment.	Non-Software	Through 7/31/2022
7	All testing must be completed by NHSLC store personal before technician leaves store as specified in the contract, including but not limited to requirements #16 of Exhibit H, Table H-1.	Non-Software	Through 7/31/2022
8	EES must have work order signed by the NHSLC store manager at the conclusion of a Service call. Signed work orders will be digitally provided to ITHD@liquor.nh.gov at the end of each month.	Written	Through 7/31/2022
9	EES must provide all notices and reports as specified in the contract, including but not limited to requirements #17 through #19 of Exhibit H, Table H-1.	Written	Through 7/31/2022
10	EES field engineers must be available to attend meetings as specified in the contract, including but not limited to requirement #30 of Exhibit H, Table H-1.	Non-Software	Through 7/31/2022

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1. DELIVERABLE PAYMENT SCHEDULE

1.1. Not to Exceed

This is a Not to Exceed (NTE) Contract totaling $ 1,095,924.00 for the period between the Effective Date through 07/31/2022. Essintial shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Essintial to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1.1 - Activity, Deliverable, or Milestone

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Price
1	Essintial shall provide fully qualified field engineers with knowledge and experience as described in the Contract, working on site for full business days on Projects as directed by the State Project Manager. Available 6am – 10pm during normal store hours, as well as being available prior to store openings or available after store closings when needed. Working throughout the day on prioritized break-fix tickets received via the NHSLC Help Desk.	Non-Software	Included in total annual price
2	Support NHSLC hardware as specified in the Contract, including but not limited to requirements #31 through #33 of Exhibit H, Table H-1.	Non-Software	Included in total annual price
3	Support NHSLC Software as specified in the Contract, including but not limited to requirements #21 through #23 of Exhibit H, Table H-1.	Software	Included in total annual price
4	Provide a toll-free technical support phone line as specified in the contract, including but not limited to requirements #1 through #5 of Exhibit H, Table H-1.	Non-Software	Included in total annual price
5	Essintial field engineers shall respond to NHSLC Service calls as specified in the contract, including but not limited to requirements #6 through #8 of Exhibit H, Table H-1.	Non-Software	Included in total annual price
6	Essintial shall have spare parts available as specified in the Contract, including but not limited to requirements #12 through #14 of Exhibit H, Table H-1.	Non-Software	Included in total annual price
7	All testing must be completed by NHSLC store personal before technician leaves store. as specified in the contract, including but not limited to requirements #16 of Exhibit H, Table H-1.	Non-Software	Included in total annual price
8	Essintial must have work order signed by the NHSLC	Written	Included in

	store manager at the conclusion of a Service call.		total annual price
9	Essintial must provide all notices and reports as specified in the contract, including but not limited to requirements #17 through #19 of Exhibit H, Table H-1.	Written	Included in total annual price
10	Essintial field engineers must be available to attend meetings as specified in the contract, including but not limited to requirement #30 of Exhibit H, Table H-1.	Non-Software	Included in total annual price

Table 1.2 - Essintial Annual Rates					Optional Extend Term Rates	
	SFY 2020 7/1/2019-6/30/2020	SFY 2021 7/1/2020-6/30/2021	SFY 2022 7/1/2021-6/30/2022	CONTRACT TOTAL	SFY 2023 7/1/2022-6/30/2023	SFY 2024 7/1/2023-6/30/2024
NHSLC Point-of-Sale System Support	$251,709.65	$251,709.65	$251,709.65	$755,128.95	$251,709.65	$251,709.65
NHSLC Equipment Deployment	$113,598.35	$113,598.35	$113,598.35	$340,795.05	$113,598.35	$113,598.35

Rate increases for any extended term of the Contract shall be limited to no greater than a 5% increase.

Table 1.3 - Essintial Enterprise Solutions Rates Pricing Worksheet (Hourly Rates)			
Position Title	SFY 2020 7/1/2019-6/30/2020	SFY 2021 7/1/2020-6/30/2021	SFY 2022 7/1/2021- 6/30/2022
Project Manager	$145.00	$145.00	$145.00
Technician	$110.00	$110.00	$110.00
Engineer	$145.00	$145.00	$145.00
Senior Engineer	$200.00	$200.00	$200.00

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $1,095,924.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Essintial for all fees and expenses, of whatever nature, incurred by Essintial in the performance hereof.

3. INVOICING

Essintial 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. Essintial shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

Invoices shall be sent to:
Accounts Payable
NH Liquor Commission
PO Box 503
Concord, NH 03302-0503

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
Essintial Enterprise Solutions
One Sterling Place
100 Sterling Parkway, Suite 307
Mechanicsburg, PA 17050

5. OVERPAYMENTS TO ESSINTIAL

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

6. CREDITS

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

7. TRAVEL EXPENSES

The Contractor must assume all reasonable travel and related expenses. All labor rates will be "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

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1. **INSURANCE** - Both parties agree to amend section 14.1 of the Contract 2020-005. in order to show the amount of insurance is in Agreement with Essintial's coverage currently in force for comprehensive general liability in the amount of $1,000,000.00 (or the insurance certificate amount) for each occurrence and the excess/umbrella liability in the amount of $10,000,000.00 for each occurrence.

2. **NOTICE** - Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

   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 following addresses.

   TO ESSENTIAL:
   Essintial Enterprise Solutions
   One Sterling Place
   100 Sterling Parkway, Suite 307
   Mechanicsburg, PA 17050
   Tel: 800.384.7000

   TO STATE:
   State of New Hampshire
   New Hampshire Liquor Commission
   PO Box 503
   Concord, NH 03302-0503
   Tel: (603) 230-7005

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1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

Essintial Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

a. **Introductory Meeting:** Participants will include Essintial Key Project Staff and State Project leaders from both the Liquor Commission and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

b. **Kickoff Meeting**: Participants will include the State and Essintial Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

c. **Status Meetings**: Participants will include, at the minimum, Essintial Project Manager and the State Project Manager. These meetings will be conducted monthly and address overall Project status and any additional topics needed to remain on Schedule and within budget. A status and error report from Essintial shall serve as the basis for discussion.

d. **The Work Plan**: must be Reviewed at each Status Meeting and updated, at minimum, on a monthly basis, in accordance with the Contract.

e. **Special Meetings**: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

f. **Exit Meeting**: Participants will include Project leaders from Essintial and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Essintial to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Essintial's responsibility.

Essintial Project Manager or Essintial Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Essintial's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Essintial shall produce Project status reports, which shall contain, at a minimum, the following:

a. Project status related to the Work Plan;
b. Deliverable status;
c. Accomplishments during weeks being reported;
d. Planned activities for the upcoming two (2) week period;
e. Future activities; and
f. Issues and concerns requiring resolution.

g. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, Essintial shall provide the State with information or reports regarding the Project. Essintial shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. STATE-OWNED DOCUMENTS AND DATA

Essintial shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Essintial shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

Essintial shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention.*

Essintial and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Essintial and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Essintial's cost structure and profit factors shall be excluded from the State's Review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

Essintial shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Essintial shall maintain records pertaining to the Services and all other costs and expenditures.

5. WORK HOURS

Essintial personnel shall work during normal NHSLC Retail Store Hours, unless off-hours work is required and is mutually agreed to by both the State & Essintial.

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Exhibit E – Not Applicable to this Contract

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1. SECURITY REVIEW AND TESTING

Essintial shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and Services. Security requirements are defined in Part 3 - Exhibit H: *Requirements*. Essintial 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.

2. PCI REQUIREMENTS

NH State Agencies are required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council. Whereas Essintial may have access to cardholder data in the performance of services provided to the NH State Liquor Commission ("NHSLC"), and is therefore considered a "service provider" under Requirement 12.8 of the PCI DSS. Requirement 12.8.2 of the PCI DSS requires NH State Liquor Commission to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses; and Requirement 12.8.4 of the PCI DSS requires the NHSLC to maintain a program to monitor the service provider's PCI DSS compliance status at least annually. As Essintial's services are a part of the processing, transmission, and/or storage of cardholder data in the performance of services provided to the NHSLC, it is hereby agreed that:

1. Essintial agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data.

2. Essintial attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.

3. Essintial agrees to supply the current status of Essintial's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to NHSLC. Essintial must supply to NHSLC an attestation of compliance at least annually.

4. Essintial will immediately notify NHSLC if it learns that it is no longer PCI DSS compliant and will immediately provide NHSLC the steps being taken to remediate the non-compliance status. In no event shall Essintial's notification to NHSLC be later than seven (7) calendar days after Essintial learns it is no longer PCI DSS complaint.

5. Essintial acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Essintial to be and to remain PCI DSS compliant.

Whenever Services have been completed on the hardware, a debit transaction needs to be processed through the System. A positive response should be received of either an approval or denial of the card. This will verify that the transmission and the encryption keys are functioning correctly. The

results of all testing must be shared with the store manager. This must be completed before the Essential Technician leaves the premises.

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1. SYSTEM MAINTENANCE

Essintial shall maintain the NHSLC POS operating environment in accordance with Original Equipment Manufacturer's (OEM) Specifications as set forth in the Contract.

Essintial shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, Service packs, firmware updates, and Documentation that are made available by the OEM to maintain peak operation performance of the POS System.

2. SYSTEM SUPPORT

2.1 Essintial's Responsibility

Essintial will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the NHSLC POS System Maintenance Agreement, ongoing maintenance and support levels shall be responded to according to the following:

2.1.1 Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, Essintial shall provide, to the State, on-call telephone assistance, with issue tracking the Essintial toll free number must be available from 6 am to 10 pm ET, seven days a week, except for those days when all NHSLC stores are closed (Christmas Day, Thanksgiving Day, and Easter). The NHSLC reserves the right to adjust the Holiday Schedule. Essintial must respond to a Class A request with an e-mail / telephone response within two (2) hours of request; and

2.1.2 Class A Deficiencies (On-site or Remote Support)

For all Class A Deficiencies, Essintial must have qualified field engineers on-site in locations from Laconia, NH and south and Keene, NH and east within two (2) hours of the initial phone call reporting the problem. Essintial must have qualified field engineers on-site in locations North of Laconia, NH and West of Keene NH within four (4) hours of the initial phone call reporting the problem; and

2.1.3 Class B Deficiencies

The State shall notify Essintial of such Deficiencies during regular business hours (6 am to 10 pm ET) and the Essintial shall respond back within four (4) hours of notification with planned corrective action; and

2.1.4 Class C Deficiencies

The State shall notify Essintial of such Deficiencies during regular business hours (6 am to 10 pm ET) and the Essintial shall respond back within 48-hours of notification with planned corrective action.

3. SUPPORT OBLIGATIONS AND TERM

3.1. Essintial shall repair or replace hardware, and provide maintenance of the hardware in accordance with the Specifications and terms and requirements of the Contract;

3.2. Essintial shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

3.3. For all maintenance Services calls, Essintial shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

3.4. Essintial must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software/Hardware; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software/Hardware problems.

3.5. If Essintial fails to correct a Deficiency within the allotted period of time stated above, Essintial shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13 *Termination*, as well as to return Essintial's product and receive a refund for all amounts paid to Essintial, including but not limited to, applicable license fees, within ninety (90) days of notification to Essintial of the State's refund request

3.6. If Essintial fails to correct a Deficiency within the allotted period of time Stated above, Essintial shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13 *Termination*.

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Table H.1 General System Requirements -Essintial Response Checklist

Req. #	Requirement Description	Criticality	Essintial Response	Delivery Method	Comments
R1	Essintial shall provide a toll free technical support number.	M	Y		Essintial will provide New Hampshire Liquor a dedicated 800 number.
R2	Essintial shall provide immediate response (2 minutes) to calls	M	Y		Essintial's Help Desk currently maintains an Service Level of 30 second response to calls.
R3	Toll free number must be available from 8 am to 10 pm EST, seven days a week, except for those days when all NHSLC stores are closed (e.g. Christmas Day, Thanksgiving Day, and Easter). The NHSLC reserves the right to adjust the Holiday Schedule.	M	Y		Essintial's toll free number and Web portal are available 7 days per week, 24 hour per day, regardless of holidays.
R4	Monday through Friday (8 am to 5 pm), this technical support number will be answered by a help desk support engineer who will document and apply best efforts to resolve the problem immediately, and dispatch a field engineer if necessary.	M	Y		Essintial Managed Services division's help desk provides access to highly skilled engineering resources who possess and maintain Certifications in Cisco, Microsoft, and other manufacturer Certifications that enable us to triage and resolve applicable issues within New Hampshire Liquor's POS environment and dispatch a field engineer for those issue that can't be solved remotely.

R5	Outside the normal business hours of Monday through Friday (8 am to 5 pm), the toll free number can be answered by an answering Service. This answering Service must immediately call a field engineer on standby. The field engineer must then call the store and respond to the call as if it were placed during normal business hours.	M	Y		Essintial's help desk is fully staffed 7x24x365 operation that provides immediate value in after-hours situations. Essintial's help desk will provide New Hampshire Liquor access to highly skilled engineering resources who possess and maintain Certifications in Cisco, Microsoft, and other remanufacturer Certifications that enable us to triage and resolve applicable issues within New Hampshire Liquor's POS environment and dispatch a field engineer for those issue that can't be resolved remotely Essintial does not utilize answering Services that are unable to provide immediate value.
R6	Field engineers must be on site in locations from Laconia, NH and south and Keene, NH and east within two (2) hours of the initial phone call reporting the problem. (see Attachment A)	M	Y		Essintial has engineering resources available to all 78 New Hampshire Liquor locations that can meet the outlined two (2) hour on-site Service level.

R7	Field engineers must be on site in locations North of Laconia, NH and West of Keene, NH within four (4) hours of the initial phone call reporting the problem. (see Attachment A)	M	Y		Essintial has engineering resources available to all 78 New Hampshire Liquor locations that can meet the outlined four (4) hour on-site Service level.
R8	If a trouble call is received too late in the day by Essintial for a technician to physically arrive on-site with the store specific response time and allowing 30 minutes before the store closing time, then the technician is to arrive at the store 30 minutes before the store opens on the next business day. If a trouble ticket comes in late in the day, the Essintial technician should confer with the NHSLC Help Desk to determine the level of severity. If the reported issue is severe enough, the Essintial technician may be asked to continue onto the store and work after hours. If the severity of the reported issue does not constitute immediate action, the work may be scheduled for the next business day. The Essintial technician may be asked to schedule next day service early enough, so that it may be completed prior to the store opening for sales. All work scheduled during non-regular business hours, should be approved by the area supervisor and/or the store manager.	M	Y		Essintial has engineering resources available to all 78 New Hampshire Liquor locations that can meet the Service levels outlined by New Hampshire Liquors. In the event the request is made late in the business day without adequate time to meet the Service level Essintial will have engineering resources available to meet this Service level.

R9	Upon arrival at the NHSLC store, the field engineer will inform the store manager, or their designee, of the engineer's arrival.	M	Y		
R10	The field engineer will make every attempt to conduct their work so that it is not disruptive to store operations or in any way interferes with store customers.	M	Y		
R11	The field engineer will perform any cleanup necessary as the result of their work and will leave the store environment in which the field engineer worked in its original condition or better.	M	Y		
R12	The field engineer will have parts available to them in their vehicle for routine problems so the problem is resolved on the first visit. This equipment must be tested and working properly. Examples (receipt printers, POS lane keyboards, monitors, scanners, credit card terminals, office keyboards, office mice, 5-port Netgear hubs).	M	Y		The Essintial Engineers will have access to common parts necessary to resolve routine problems.
R13	Problems that require parts not immediately available to the field engineer are to be repaired within 24 hours of the origination of the trouble call. Examples (lane PCs, cash drawers, office printers, store servers and UPS).	M	Y		Essintial will have access to all equipment outlines in this contract with access to these parts within the 24 hour Service level.
R14	Vendor will maintain an inventory of Manager PC's, three complete sets of lane hardware and two duplicate servers. This inventory will be used to swap out malfunctioning	M	Y		Essintial will maintain 3 sets of lane equipment for New Hampshire to swap out Defective equipment.

	equipment in a store, when necessary, to provide minimal down time to the stores.				
R15	In the event that a piece of equipment needs to be replaced, Essential will provide Asset tag details providing the serial number of the old equipment being replaced and the new serial number of the replacement equipment and send to NHSLC headquarters via email to FixedAssetGroup@liquor.nh.gov	M	Y		Essintial will provide replacement Data including serial number of new and old equipment and include this on the internal case Data to be sent to New Hampshire Liquor.
R16	Testing must be completed by NHSLC store personal before technician leaves store.	M	Y		Essintial's on-site engineer will ensure that testing of all resolved problems, by New Hampshire Liquor's store personal before leaving any location.
R17	Technician must notify the IT Help Desk if the problem was resolved and a description of all work that was completed either by phone or email before technician leaves store.	M	Y		Essintial is currently and will continue to have all on-site engineers notify the New Hampshire Liquor Help Desk of problem resolution before the technician leaves any of the 80 stores outline in the Contract.
R18	A daily report will be electronically mailed to NHSLC Headquarters IT Help Desk each morning detailing all current open calls as well as calls closed during the previous day.	M	Y		We can provide this through the PM or, it is available through Essintial's Service Event Web Portal Essintial is currently providing this -- reports are down loadable for your convenience.

R19	A monthly report will be electronically mailed to NHSLC Headquarters IT Help Desk detailing all calls for the previous month, their status, and what was done to resolve the problem.	M	Y		Essintial will provide monthly reporting for all call Data including status, incident date, date resolved, resolution steps, and parts to New Hampshire Liquor.
E20	Vendor will resolve all lane problems without the assistance of NHSLC personnel.	M	Y		Essintial will make every effort to resolve identified issues without the assistance of NHSLC personal but acknowledges that this excludes testing of resolved issues and situations where Essintial needs to work with NHSLC Help Desk and internal IT personal.
R21	Vendor will resolve operating system issues which includes Windows and Linux operating system support, support around standard drivers, IP configuration, addition of a printer and other typical operating system configuration tasks.	M	Y		
R22	Vendor will be able to trouble-shoot routine operating system problems and install or re-install Software when necessary.	M	Y		Essintial will triage and trouble-shoot routing store operating system problems and reinstall Software when necessary.

R23	Vendor will be able to install the POS application Software on a lane to restore full functionality to the lane.	M	Y		Essintial will install POS application Software if applicable to restore full functionality to the lane.
R24	The NHSLC IT technical Support Group will train Vendor in the proper method of rebuilding a store lane and server.	M	Y		
R25	Vendor may require assistance from NHSLC and DoIT for problems with the store server in the event of a hard drive failure. Vendor will supply the State with a replacement hard drive. The State will configure the hard drive for the store. Once configured the State will contact the Vendor who will then install the hard drive in the store server and ensure that the server is back up and functional.	M	Y		
R26	The Verifone credit card terminals will be kept in the locked trunk of a field engineer's vehicle whenever they are being transported due to the sensitive codes that are contained within.	M	Y		
R27	In the event of a problem with a Verifone unit that the Vendor is unable to resolve at the store, Vendor will replace the unit with one of its encoded spares and attempt to repair the Defective device.	M	Y		Essintial will maintain 3 copies of all lane equipment as indicated in the contract. This includes VeriFone units that will be replaced using these spares in the event the issue cannot be resolved in the store.

R28	If Vendor needs to replace the Verifone, the Vendor will ship the replacement unit to Verifone where it will be encoded. Once the encoded device has been returned to the Essintial it must be retained in a secure location.	M	Y		Essintial is a certified PCI compliant vendor and agrees to store any encrypted or encoded equipment in an appropriate and secure location.
R29	The Support Contract must include all costs including Service, travel, shipping, delivery fees, parts of Service, and work performed under the preventative maintenance program, except for work set forth in Section 4.0: Additional Services.	M	Y		Essintial agrees to include all pricing as stated within this request for support of the 80 stores. However, additional stores and /or new lanes will be Reviewed outside of the contract.
R30	Essintial shall attend periodic meetings at the request of the State, to Review the execution levels of the Contract and discuss any problems. At a minimum these meetings shall be held quarterly.	M	Y		
R31	Vendor must diagnose and troubleshoot all hardware listed within this contract, as required.	M	Y		
R32	Vendor must replace full System and peripheral hardware with equivalent same branded hardware to achieve fast recovery methodology, as required.	M	Y		
R33	Vendor must return equipment to basic working condition, as required.	M	Y		

Essintial's Project Manager and the State Project manager shall finalize the Work Plan within ten (10) business days of the Effective Date and further refine the tasks required to implement the Project.

1. ASSUMPTIONS

a. General

Essintial shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

b. Logistics

- Essintial Team shall perform this Project at State facilities at no cost to Essintial.
- Essintial Team may perform that work at a facility other than that furnished by the State, when practical, at their expense.
- Essintial Team shall honor all holidays observed by the State.

c. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. Essintial's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for Essintial and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- Essintial assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

2. ROLES AND RESPONSIBILITIES

2.1 Essintial Team Roles and Responsibilities

2.1.1 Essintial Team Project Manager

Essintial Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of Essintial Technical Team. Essintial Team Project Manager will have the following responsibilities:

a. Maintain communications with the State's Project Manager;
b. Create and maintain the Work Plan;
c. Define roles and responsibilities of all Essintial Team members;
d. Provide month update progress reports to the State Project Manager;
e. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;

f. Review task progress for time, quality, and accuracy in order to achieve progress;
g. Inform the State Project Manager and staff of any urgent issues if and when they arise;
h. Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

2.1.2 Essintial Team Tasks

Essintial team shall assume the following tasks:

- Perform duties outlined in Exhibit H.

2.2 State Roles and Responsibilities

2.2.1 State Project Manager

a. Define roles and responsibilities of all State Project Team members assigned to the Project;
b. Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain tasks;
c. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
d. Inform Essintial Project Manager of any urgent issues if and when they arise; and
e. Assist Essintial team staff to obtain requested information if and when required to perform certain Project tasks.

2.2.2 State Subject Matter Expert(s) (SME)

The role of the State SME is to assist Essintial team with an understanding of the State's current business practices and processes, provide agency knowledge. Responsibilities of the SME include the following:

a. Be the key user and contact for their Agency or Department;
b. Assist in testing as required; and
c. Attend Project meetings when requested.

3. WORK PLAN

This is a maintenance "break-fix contract" for the equipment listed at the store locations. No preliminary Work Plan is required. However, if the State decides to embark on a deployment project or change request, a SOW will be required and approved before the Work can commence.

Remainder of this page intentionally left blank

Exhibit J – Not Applicable to this Contract

Remainder of this page intentionally left blank

1. WARRANTIES

1.1. Hardware

Essintial warrants that the NHSLC POS hardware will operate in accordance with Original Equipment Manufacturer's (OEM) Specifications, terms, and requirements of the Contract.

1.2. Non-Infringement

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

1.3. Viruses; Destructive Programming

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

1.4. Compatibility

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

1.5. Services

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

1.6. Personnel

Essintial warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

2. WARRANTY SERVICES

Essintial agrees to maintain, repair, and correct Deficiencies in the System Software, 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, 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 and Documentation.

2.1 Warranty Services shall include, without limitation, the following:

a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;

b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
c. Essintial shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
d. On-site additional Services within four (4) business hours of a request;
e. Maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;
f. For all Warranty Service calls, Essintial shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by. 9) Supply fixed asset tag #, serial #, make & model #'s of any piece of equipment that is replaced.
g. Essintial must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by Essintial no later than the agreed upon the SLA, unless specifically extended in writing by the State, and at no additional cost to the State.

In the event Essintial fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare Essintial in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return Essintial's product and receive a full refund for all amounts paid to Essintial, including but not limited to, any applicable license fees within (90) days of notification to Essintial of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare Essintial in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall commence upon the Effective Date and remain in effect for the duration of the contract. However, the warranty on the hardware replaced or repaired within the last 30 days of the contract term, shall extend for 30 days after the date of replacement or repair service.

Remainder of this page intentionally left blank

Exhibit L – Not Applicable to this Contract

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Exhibit M – Not Applicable to this Contract

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Exhibit N – Not Applicable to this Contract

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Attached are:

A. Contractor's Certificate of Good Standing
B. Contractor's Certificate of Vote/Authority
C. Contractor's Certificate of Insurance
D. Store Support Extension submission Quote
E. Store Operations Hardware
F. Store Locations and Hours

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ESSINTIAL ENTERPRISE SOLUTIONS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on June 17, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 615397

Certificate Number: 0004521270

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of May A.D. 2019.

William M. Gardner
Secretary of State

Certificate of Vote

(Corporation without Seal)

I, Thomas Clauser, Officer of Essintial Enterprise Solutions, LLC, do hereby certify that:

(1) I am the duly appointed Officer of Essintial Enterprise Solutions, LLC, a Delaware Limited Liability Company (the "Corporation");

(2) I maintain and have custody and am familiar with the minute books of the Corporation;

(3) I am duly authorized to issue certificates with respect to the contents of such books;

(4) The following are true, accurate, and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 12th day of July, 2019, which meeting was duly held in accordance with Delaware law and the limited liability agreement of the Corporation:

> RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Information Technology for the benefit of the State Liquor Commission, providing for the performance of certain IT services, and that the President (and Vice President) (and Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge, and deliver for and on behalf of this Corporation any and all documents, agreements, and other instruments (and any amendments, revisions, or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable, or appropriate to accomplish the same;
>
> RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) The forgoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;

and;

(6) The Corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Officer of the Corporation this 12th day of July 2019.

Thomas D Clauser II

Thomas Clauser, CTO

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ELAINE YONCUSKI
Notary Public
SILVER SPRING TWP, CUMBERLAND COUNTY
My Commission Expires Jul 10, 2020

ESSIENT-01

TDENIGHT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2019

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

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

PRODUCER
Johnson, Kendall & Johnson, Inc.
109 Pheasant Run
Newtown, PA 18940

CONTACT NAME:
PHONE (A/C, No, Ext): (215) 968-4741 FAX (A/C, No): (215) 968-0973
E-MAIL ADDRESS: info@jkj.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Essintial Enterprise Solutions, LLC
100 Sterling Parkway
Suite 307
Mechanicsburg, PA 17050

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			35911003	9/1/2018	9/1/2019	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY X PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73558238	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB ☐ OCCUR			79877150	9/1/2018	9/1/2019	EACH OCCURRENCE	$ 10,000,000
	☐ EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 10,000,000
	☐ DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71751927	9/1/2018	9/1/2019	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE:
Contract# ST30107

CERTIFICATE HOLDER

State of NH Department of Information Technology
Attn: Chief Information Officer
27 Hazen Drive
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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