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MLC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
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 www.nh.gov/doit

Denis Goulet
 Commissioner

January 4, 2023

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 to enter into a **Sole Source** contract with System Automation Corporation (VC # 170313) of Columbia, MD, in the amount not to exceed \$3,870,741, for the implementation of MyLicense One Licensing System, effective upon Governor and Council approval through December 31, 2026, with the option to renew for an additional ten (10) years. 100% Federal Funds.

Funds are available in the following account as follows:

CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- ACCOUNTING UNIT NAME_CLASS- OBJECT - DESC	Activity Code	FY2023
01-03-03-030010-26330000 Department of Information Technology DoIT ARP Licensing Portal-046-50465 Consulting Services	00FRF602PH0306A	\$2,952,741
01-03-03-030010-26330000 Department of Information Technology DoIT ARP Licensing Portal-038-500177 Technology Software	00FRF602PH0306A	\$918,000
Total		\$3,870,741

EXPLANATION

This contract is **Sole Source** due to the COVID-19 Pandemic and the NH State of Emergency. During this time, the Office of Professional Licensure (OPLC) realized an urgent need to enhance the online licensing experience for professionals and businesses licensed to practice and provide services to NH's citizens. During the pandemic an estimated 95% of applications for licensure, particularly within the health care professions, were incomplete due to lack of functionality of the current licensing system and waivers of licensing requirements through executive orders for emergency and temporary licenses. These contributing factors caused a significant backlog of applications that jeopardized the delivery of essential services

within expected timeframes. System Automation (SA) is the current vendor providing licensing for the State of New Hampshire. Through its MyLicense Office system, SA has provided online licensing for more than fifty OPLC licensing boards and two hundred-plus license types.

In January of 2022, DOIT released a Request for Information from authorized vendors for evaluation and planning for the expiration of the current licensing contract in June of 2025. After evaluation of the proposed vendor solutions, the criticality of the OPLC licensing backlog, and operational and technical deficiencies discovered during the COVID 19 OPLC determined a sole source contact with the current vendor, System Automation, is the most appropriate solution. System Automation's specialization, technological advancement, and experience with the State of NH, make this the right choice for DoIT in pursuing a solution for OPLC. This solution provides the expertise needed to successfully upgrade the licensing system and provides an achievable migration plan that can be easily and expeditiously accomplished.

This contract with SA will create a new MyLicense One On-Line Licensing System and will reduce the backlog of licenses, improve online customer services, and provide for better, productive, and efficient licensing management functions. This contract will be completed in three (3) distinct phases: customer portal, enforcement and inspection, and license management and operational proficiencies.

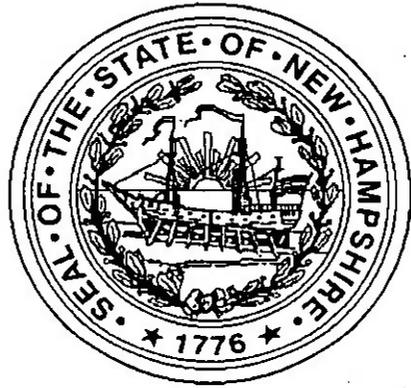
The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,



Denis Goulet
Commissioner DOIT

DG/jd
DoIT #2023-014
RID: 74908



STATE OF NEW HAMPSHIRE

MyLicense® One Licensing System

2023-014

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2023-014
MYLICENSE ONE LICENSING SYSTEM
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2023-014
MYLICENSE ONE LICENSING SYSTEM
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

Subject: MyLicense One Licensing System (2023-014)

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

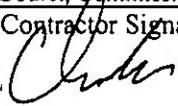
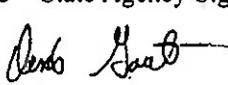
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name System Automation Corporation		1.4 Contractor Address 7110 Samuel Morse Drive Suite 100 Columbia, MD 21046	
1.5 Contractor Telephone Number (800) 839-4729	1.6 Account Number 01-03-03-030010-26330000 046-50465	1.7 Completion Date December 31, 2026	1.8 Price Limitation \$3,870,741
1.9 Contracting Officer for State Agency Denis Goulet, Commissioner		1.10 State Agency Telephone Number (603) 230-3456	
1.11 Contractor Signature  Date: 12/30/2022		1.12 Name and Title of Contractor Signatory Charles Rubin, President	
1.13 State Agency Signature  Date: 1/3/2023		1.14 Name and Title of State Agency Signatory Denis Goulet, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Isl Stacie M. Manser</u> On: <u>January 5, 2023</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a

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transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.3 The Term may be extended up to ten (10) years(s), (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees and terms and conditions, subject to approval of the Governor and Executive Council.

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

5.5 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2.

A.3 Provision 8, Event of Default/Remedies, Subsection 8.1.1., is replaced to read as follows:

8.1.1. failure to perform the Services as required in this agreement, or on schedule;

A.4 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 If the Contractor is in default after notice and opportunity to cure, as provided herein, the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract. The Contractor’s liability shall not exceed payments made to the Contractor under this agreement.

A.5 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables satisfactorily provided through the date of termination in the discretion of the State but will not be liable for any costs for winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

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

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

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- 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 ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- 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 Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. 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;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.2.3 If the contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional costs but subject to payments otherwise required and at the pricing schedules identified in the agreement, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

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

A.6 **Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:**

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all

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

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

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

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. 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;
- c. 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
- d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter

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91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

A.7 **Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

12.3 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for a period of time as determined necessary by the State; or
- b. terminating the Agreement immediately without liability to or further compensation owed to Contractor, its successors or assigns.

A.8 **The following Provisions are added to Form P37:**

25. FORCE MAJEURE

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

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

26. EXHIBITS/ATTACHMENTS

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

27. NON-EXCLUSIVE CONTRACT

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

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28. GOVERNMENT APPROVALS

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

29. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Information Technology Contract 2023-014.
- ii. Additional Contractor Provided Documents (see Exhibit G).

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

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

1. STATEMENT OF WORK

This Contract is by and between the State of New Hampshire Department of Information Technology (the State) and System Automation Corporation (the Contractor), having its principal place of business at 7110 Samuel Morse Drive, Columbia, MD.

The Contractor shall implement its MyLicense One Licensing system as part of a digital transformation for NH DoIT that includes the implementation of the following MyLicense One platform technologies:

- MyLicense One Online Services;
- MyLicense One Gadget;
- MyLicense One Case Management; and
- MyLicense One BackOffice.

The Contractor shall ensure the elements identified above are launched in three (3) distinct phases for each agency selected by the State to take part in the implementation of the MyLicense One Licensing System, the first of which shall be the Office of Professional Licensure (OPLC). The three (3) phases are broken down as follows:

- PHASE I – MyLicense One Online Services: The Contractor shall collaborate with agencies to collect business requirements specific to each agency included in the Scope of Work (SOW) to implement a system that is tailored to each agency's license types.
- PHASE II – MyLicense One Gadget and Case Management: The Contractor shall collaborate with agencies to collect business requirements specific to each agency included in the SOW to implement field-based inspection and compliance monitoring and tracking.
- PHASE III – MyLicense One Back Office: The Contractor shall collaborate with agencies to collect business requirements specific to each agency included in the SOW to implement MyLicense One Back Office for agency licensing business processes and operations.

Each phase is detailed in Exhibits B1, B2, and B3 below. Exhibit B1 corresponds to Phase I, Exhibit B2 corresponds to Phase II, and Exhibit B3 corresponds to Phase III.

2. DELIVERABLE REVIEW AND ACCEPTANCE

2.1. Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to

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determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State elects to extend the deliverable review period, the Contractor's Project Manager shall update the project schedule accordingly and notify the project team of any resulting risks to the project. The Contractor may elect to stop further project work until deliverable acceptance is received. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or other mutually agreed upon timeframe. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or terminate in accordance with Form P-37, Paragraph 9, Termination.

2.2. Software Deliverables Review and Acceptance

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

2.3. Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time unless otherwise authorization by State.

2.4. Conditional and Unconditional Acceptance

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

3. CHANGE ORDER

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall

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be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

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

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

4. IMPLEMENTATION SERVICES

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

5. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

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

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The

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Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

5.1. The Contractor Key Project Staff

5.1.1. The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Nick Cook
410-794-4382
ncook@systemautomation.com

5.1.2. The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement.

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

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 Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within eight (8) hours of inquiries from the State. Project Manager must work diligently and use his/ her best efforts on the Project.

5.1.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above.

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Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

5.1.4. The Contractors Additional Key Project Staff

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

Project Manager

Responsible for ongoing monitoring and controlling of project schedule, budget, and overall delivery.

Implementation Specialist

Responsible for configuration of the MyLicense One system to meet Agency business requirements. Facilitates testing and training activities as required.

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

5.1.5. Termination for Lack of Project Management and Key Project Staff

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if, after notice and time to cure pursuant to Paragraph 8 of Form P-37, the Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

5.2. The State Key Project Staff

5.2.1. The State Contract Manager

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

Michael W. O'Neil, Director of Application Software Development
(603) 230-3456
Michael.W.ONeil@DoIT.nh.gov

5.2.2. The State Project Staff

The State shall assign a Project Team consisting of business and technical resources. The State's Project Team is:

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OPLC Project Manager
Matthew D. Geoffroy, Senior Business Systems Analyst
(603) 271-0933
Matthew.D.Geoffroy@DoIT.nh.gov

DoIT Lead Developer
Vicki Tinsley, DoIT Affiliate
Vicki.Tinsley@affiliate.doit.gov
DoIT IT Manager

Ransey R.Hill, IT Lead at OPLC
(603) 271-0741
Ransey.R.Hill@DoIT.nh.gov

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

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Signing off on invoices;
- f. Reviewing and approving Change Orders; and
- g. Managing stakeholders' concerns.

6. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within fourteen (14) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The Contractor shall provide system support, maintenance, development and implementation and conversion to the MyLicense One solution. This contract has a primary focus on the OPLC while ensuring the integrity and meeting the State of New Hampshire's goals of a single enterprise solution for additional Enterprise Agency Partners and allowing for the configurability of those partners within the Enterprise solution.

The OPLC proposes implementation in priority order:

- Customer Portal Environments: Provide easy access to online licensing and information. Tools that promote self-sufficiency of licensing and reporting.
- Enforcement & Inspection: Provide the ability, effective, and efficient management Enforcement and Inspection caseloads and workflows.

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- Licensing Processing & Backroom business functions: Provide back-office solutions for timely and productive license administration and reporting functions.

This implementation plan is proposed and preferred for OPLC, the Contractor must be flexible and work with other Enterprise Agency Partners if this method is not conducive to agency priorities or business needs.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

7. ACCEPTANCE & TESTING SERVICES

MyLicense One Online Services (ML1 OS) forms will be iteratively configured and tested through configuration "sprints." Two-thirds of the working time in the Sprint is devoted to the Contractor performing configuration, with the remainder devoted to testing of that configuration.

The Contractor shall be responsible for collaborating with the State's Project Manager to lead and provide oversight of all testing activities. The Contractor shall provide the State Project Team with its standard test scenarios and scripts, which the State Project Team can tailor to its business processes, as needed. Testing will be performed by State administrators and appropriate subject matter experts in coordination with the Contractor to ensure OPLC users are engaged throughout the project lifecycle, increasing user familiarity with the system over the course of the project and reducing barriers to user adoption.

To facilitate testing, Agency staff will participate in a joint walkthrough of MyLicense One Online Services led by the Contractor once initial configuration is completed. Following the walkthrough, the State will provide changes to be incorporated by the Contractor in the form of comments to screenshots of the initial MyLicense One Online Services, as configured. The comments should include instructions as well as additional data fields and navigational preference details. The Contractor will revise the configuration per the feedback provided, following with a second joint review that will be conducted to allow the Agency an opportunity to submit a final list of feedback. The Contractor will address the final list of feedback at which point the forms will be considered accepted.

Outside of this walkthrough, State users will perform full User Acceptance Testing of each configured form to validate the configured forms against provided specifications and the functionality of MyLicense One Online Services per the defined business requirements.

Issues found during testing will be recorded in the project issue tracking site for triage by the Contractor technical lead and potential review by the Contractor development team where needed. It is expected that issues will be reported to the Contractor by one (1) or two (2) designated State lead contacts who will triage issues reported by State testers. Forms will be

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approved to go-live once they have been accepted and all Critical (Level 1) and High (Level 2) issues have been resolved.

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8. MAINTENANCE, OPERATIONS AND SUPPORT

8.1. System Maintenance

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

8.2. System Support

The Contractor must perform remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the MyLicense Cloud Service Level Agreement, which is incorporated by reference and attached hereto as Exhibit G Attachment 2.

8.3. Support Obligations

The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

- a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:
 - i. nature of the Deficiency;
 - ii. current status of the Deficiency;
 - iii. action plans, dates, and times;
 - iv. expected and actual completion time;
 - v. Deficiency resolution information;
 - vi. resolved by;
 - vii. identifying number i.e. work order number; and
 - viii. issue identified by; and
- b. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
 - i. mean time between Reported Deficiencies with the Software;
 - ii. diagnosis of the root cause of the problem; and
 - iii. identification of repeat calls or repeat Software problems.

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If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

8.4. Contract Warranties and Representations

8.4.1. System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

8.4.2. Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license, if any, and recover any unused, prepaid technical support fees the State has paid for the program license; or*
- b. the re-performance of the deficient Services, or*
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.*

8.4.3. Compatibility

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

8.4.4. Services

Contractor warrants that all Services to be provided under this Agreement will be provided expeditiously, in a professional manner, in accordance with industry

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standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

Except as stated herein, there are no warranties, including any implied warranties, which extend beyond the description of the face hereof.

9. DATA PROTECTION

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

- 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.

9.1. Data Location

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

9.2. Security Incident Or Data Breach

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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.

- a. 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.
- b. 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.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

9.3. Breach Responsibilities

- 9.3.1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- 9.3.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 9.3.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 9.3.4. 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

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Contractor and/or the third-party hosting company shall bear the costs associated with:

- a. the investigation and resolution of the Data Breach;
- b. notifications to individuals, regulators or others required by State law;
- c. a credit monitoring service required by State (or federal) law;
- d. 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.

10. SOFTWARE AGREEMENT

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

11. ADMINISTRATIVE SERVICES

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

12. MERCHANT CARD SERVICES

Whereas the Contractor access to the production environment which transmits, processes or stores cardholder data and therefore is considered a "service provider" under Requirement 12.8 of the PCI DSS Requirements and Security Assessment Procedures of the latest edition.

The Contractor agrees to the following provisions:

- a. PCI DSS Requirement 12.8 of the latest edition, Service Provider – If the Contractor provides Services on the production environment used in the processing, transmission and/or storage of Cardholder Data, it is hereby agreed that:
 - i. Contractor 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;
 - ii. Contractor attests that, as of the Effective Date of this contract, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with PCI DSS; and

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- iii. Contractor agrees to supply the current status of Contractor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this contract to OPLC. Contractor must supply to OPLC an Attestation of compliance at least annually and upon request.
 - iv. Contractor shall immediately notify NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns that it is no longer PCI DSS compliant and shall immediately provide OPLC the steps being taken to remediate the non-compliance status. In no event shall Contractor's notification to NH DoIT Chief Information Security Officer be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS compliant.
 - v. Contractor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Contractor to be and to remain PCI DSS compliant.
 - vi. Contractor shall agree to work with OPLC in order to clarify how responsibilities for PCI DSS requirements may be shared, by completing a CPI DSS Responsibility Matrix.
- b. Contractor shall disclose any Nested Third-Party Service Provider (TPSP) that is a part of the Cardholder Environment. Contractor shall document the Nested TPSP's allocation of liability, responsibility and costs relating to actions of outsourced contractors and/or notifying the Contractor regarding incidents. The Department of Information Technology shall require an Attestation of Compliance on an annual basis and upon request from the Nested Third-Party Service Provider.

13. TERMS AND DEFINITIONS

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

14. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT B1 – STATEMENT OF WORK – PHASE I
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT B1 – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES FOR PHASE I

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

1. STATEMENT OF WORK

The Contractor shall, as part of Phase I, implement a MyLicense One Licensing System that is inclusive of MyLicense One Online Services (ML1 OS) PHASE I – MyLicense One Online Services (ML1 OS)

1.1. PHASE I

- 1.1.1. The Contractor shall collaborate with agencies to collect business requirements specific to each agency in order to implement a system that is tailored to each agency's license types.
- 1.1.2. The Contractor shall assist in testing the ML1OS to ensure the system functions per defined business requirements.
- 1.1.3. The objective of this Phase I engagement is to deliver value to OPLC and the constituents it serves as quickly as possible through online services. Accordingly, and as described in the Implementation Approach section below, the forms for Online Services will be rolled out iteratively during the project, as opposed to one large "batch" at the end of the project. This ensures value is delivered to constituents faster than traditional waterfall implementation approaches.
- 1.1.4. Rollout of initial applications, reinstatements, renewals, and additional forms includes the effort to perform iterative User Acceptance Testing (UAT), go-live, and provide operational support. The following scope variables define the scope of the high-level activities for the project.

1.2. Scope Variables Description

1.2.1. Parameter Software to be Implemented

- MyLicense One Online Services (MYLICENSE ONE ONLINE SERVICES)

1.2.2. Project Plan and Ongoing Project Management

- A project plan will be developed, reviewed, and approved by NH DoIT to track the implementation. Ongoing SA Project Management will occur to ensure the implementation remains on track per the developed plan.

1.2.3. MLI Setup

- Installation of a MyLicense One Test and Production instance where MYLICENSE ONE ONLINE SERVICES forms will be managed

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1.2.4. Requirements Analysis

- Duration: Three (3) Weeks Documentation of functional requirements for MYLICENSE ONE ONLINE SERVICES forms and development of “Common Application” form containing common elements across OPLC license types

1.2.5. Configure Common Application

- Configuration of a “Common Application” form that can accelerate implementation of online forms by providing a common basis for most forms deployed by the Contractor.

1.2.6. Configure Initial Application and Reinstatement Forms

- Configuration of 145 initial application forms.

1.2.7. Configure Renewal Forms

- Configuration of 85 renewal forms.

1.2.8. Configure Additional Forms

- Configuration of License Update, Address Update, and Duplicate Request forms (three (3) forms)

1.2.9. Phase II Planning – Enforcement Case Management and Inspections

- Upon the completion of Phase I, or earlier, the Contractor shall provide a detailed statement of work that meet the state-identified business requirements for the development and implementation of the Enforcement Case Management and Inspections phase.

2. BUSINESS / TECHNICAL REQUIREMENTS

2.1. Business and Technical Requirements

The Contractor’s statement of work and deliverables shall meet all Business and Technical Requirements identified in Exhibit G: Attachment 1, which include, but are not limited to:

- Enterprise Solution and Agency Onboarding.
- Phase I – On Line Licensing Portals.

3. ACTIVITY, DELIVERABLE, AND MILESTONE

3.1. Deliverable 1 -Develop Project Plan

The Contractor shall develop a detailed project plan for this project, which will include a detailed project schedule, consisting of a work breakdown structure and Gantt chart. The project plan identifies the tasks, predecessors, durations, and assigned stakeholders for all project-related tasks.

The approved project plan will serve as the baseline from which project performance is measured. The Contractor shall continuously monitor to ensure successful completion of the

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project, on time and within budget. In addition to the project plan, the Contractor shall provide ongoing Project Management, including status meetings where:

- The Contractor's PM and NH DoIT Project Manager (PM), and others that the NH DoIT PM deems required, providing input in the process review action items on a bi-weekly basis.
- The Contractor's PM sends agenda to NH DoIT Project Manager (PM), and others that the NH DoIT PM deems required that includes:
 - Tasks completed or accomplishments occurring since last scheduled meeting.
 - Action Items/Issues for discussion by both teams.
- Rolling forecast of activities/deliverables for the next two weeks.

The Contractor shall maintain an online collaboration site between the Contractor and the site. This resource will serve a repository for file sharing and access to project artifacts.

3.2. Deliverable 2-ML1 Environment Setup

After the project kicks off, the Contractor shall install the NH DoIT MyLicense One Test and Production tenants/environments, along with all components necessary to implement MyLicense One Online Services. The Contractor shall host MyLicense One in the Azure FedRAMP Cloud. The Contractor shall provision and configure all required infrastructure to support MyLicense One.

The Contractor shall collaborate with the NH DoIT Project Manager (PM) and other NH DoIT technical staff to verify access to the MyLicense One Online Services site. The Contractor shall assist NH DoIT IT Infrastructure and Networking resources to establish support a secure VPN tunnel between MyLicense One and the MLO Application Programming Interface (API), which connects directly to the MyLicense Office application server.

3.3. Deliverable 3-Requirements Analysis

The Contractor shall collaborate with NH DoIT to gather required inputs to support the configuration of MyLicense One Online Services, including but not limited to:

- Inventory existing paper and eGov initial applications, renewals, and reinstatement.
- Develop functional requirements for migration of identified forms to MyLicense One.
- Collaborate and support DoIT administrators with documentation of common fields and sections to facilitate the development of a common application by providing a common application template.

The "Common Application" analysis allows all parties to quickly implement and maintain applications by ensuring consistency across OPLC applications.

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The Contractor shall ensure a requirements document containing the above is compiled, reviewed, finalized, and accepted by the State to initiate the build out of MyLicense One Online Services.

The Contractor shall work with NH DoIT PM with coordinating State resources to provide all required inputs in a timely manner, in accordance with the State-approved approved project plan and timeline.

3.4. Deliverable 4–Common Application Configuration

The Contractor shall configure a “Common Application” based on the specifications gathered in the Requirements Analysis phase, ensuring the Common Application form contains:

- Sections and fields used by the majority of Agency license types.
- Visibility rules controlling the professions and license types for which certain sections appear.
- Field validations and input masking used across all Agency divisions providing validation on data entered in common fields.

The Contractor shall work with NH DoIT administrators and Agency business subject matter experts to review, revise, and validate the final Common Application form, as follows:

- The Contractor shall do initial configuration based upon the documented Common Application requirements.
- Upon the Contractor’s completion of the initial configuration, Agency staff will participate in a joint walkthrough of MyLicense One. The Contractor shall implement any changes identified by Agency staff and agreed upon by both parties. Any requested changes shall be documented, provide instructions, as well as additional data field and navigational preference details.
- The Contractor shall revise the configuration per the comments provided, followed by a second joint review that is conducted to allow the Agency an opportunity to submit final feedback to be incorporated by the Contractor prior to go-live with the forms.
- The Contractor shall revise the configured site in accordance with the feedback provided during the second review. Following this cycle, the Common Application form will be completed and ready for acceptance by the Agency prior to go-live.

At the start of the configuration cycle following acceptance of the forms, the Contractor shall go-live with the accepted online services forms.

The Contractor and the Agency shall review and validate revisions to the Common Application form.

The Contractor and State project staff are responsible for coordinating the review and revisions of the Common Application form. The State project team shall relay any changes to the

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Common Application form to Agency staff. The Contractor shall work with Agency staff to develop the most effective methods of implementation and communication of any change.

3.5. Deliverable 5–Online Services Configuration

In Phase I, the Contractor shall configure 145 initial applications and reinstatements, 85 renewals, and three (3) additional forms (License Update, Name/Address Update, and Duplicate Request) in MyLicense One Online Services. The Contractor shall configure, test, and release forms iteratively into production to ensure continual delivery of value throughout this phase. The Contractor and state contract staff shall collaborate in joint sessions to gather feedback for revisions to the configuration, as needed, which shall be performed iteratively, as follows:

- The Contractor shall perform configuration based upon the existing paper applications; renewal applications; and requests for reinstatement provided by the Agency, as well as existing online initial applications; renewal applications; and requests for reinstatement in eGov.
- Upon the Contractor's completion of the initial configuration, Agency staff will participate in a joint walkthrough of MyLicense One. The Contractor shall implement any changes identified by Agency staff and agreed upon by both parties. The State must document any requested changes and provide instructions, as well as additional data field and navigational preference details.
- The Contractor shall revise the configuration per the comments provided, followed by a second joint review that is conducted to allow the Agency an opportunity to submit final feedback to be incorporated by the Contractor prior to go-live with the forms.
- The Contractor shall revise the configured site in accordance with the feedback provided during the second review. Following this cycle, the changes will be completed and ready for acceptance by the Agency prior to go-live.
- At the start of the configuration cycle following acceptance of the forms, the Contractor shall go live with the accepted online services forms.

Billing for online services forms will occur upon completion of the configuration sprints within this Deliverable, as detailed in Exhibit C, Payment Terms.

The Contractor shall work with State project staff for providing all existing forms to allow the Contractor to build in MyLicense One.

- The State project staff and functional area experts shall provide feedback to the Contractor's implementation team during the software configuration process.
- Upon Contractor's completion of the initial configuration, the State project team and Agency staff will participate in walkthroughs of MyLicense One to review what has been configured.

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- Upon completion of the first walkthrough, the Agency will provide a single list of changes to be incorporated by the Contractor.
- Once the Contractor incorporates the changes into MyLicense One, the State project staff and Agency will participate in a final walkthrough and will have the opportunity to submit a final list of feedback to be incorporated by the Contractor prior to release in Production.

4. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within fourteen (14) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor and the State is set forth in this Section and includes:

The Contractor shall provide system support, maintenance, development and implementation and conversion to the MyLicense One solution. This contract has a primary focus on the OPLC while ensuring the integrity and meeting the State of New Hampshire's goals of a single enterprise solution for additional Enterprise Agency Partners and allowing for the configurability of those partners within the Enterprise solution.

The OPLC proposes implementation in priority order:

- Customer Portal Environments: Provide easy access to online licensing and information. Tools that promote self-sufficiency of licensing and reporting.
- Enforcement & Inspection: Provide the ability, effective, and efficient management Enforcement and Inspection caseloads and workflows.
- Licensing Processing & Backroom business functions: Provide back-office solutions for timely and productive license administration and reporting functions.

This implementation plan is proposed and preferred for OPLC, the Contractor must be flexible and work with other Enterprise Agency Partners if this method is not conducive to agency priorities or business needs.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

The following timeline shows the time from the Contract Effective Date to the completion of Phase I deliverables.

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Deliverable	Estimated Delivery Timeline (From Contract Start, in Calendar Days)
ML1 Activation Fee	0
Project Plan	20
Requirements Analysis	37
Common Application Form	50
Renewal Sprint 1	64
Renewal Sprint 2	78
Renewal Sprint 3	92
Renewal Sprint 4	106
Renewal Sprint 5	121
Renewal Sprint 6	135
Initial Application Sprint 1	149
Initial Application Sprint 2	166
Initial Application Sprint 3	180
Initial Application Sprint 4	194
Initial Application Sprint 5	208
Initial Application Sprint 6	223
Initial Application Sprint 7	237
Initial Application Sprint 8	252
Initial Application Sprint 9	266
Initial Application Sprint 10	280
Initial Application Sprint 11	294
Initial Application Sprint 12	310
Initial Application Sprint 13	324
Initial Application Sprint 14	342
Initial Application Sprint 15	357
Initial Application Sprint 16	371
Initial Application Sprint 17	398
Initial Application Sprint 18	412
Initial Application Sprint 19	426
Additional Forms Sprint	440
Cleanup Sprint	453

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EXHIBIT B2 – STATEMENT OF WORK – PHASE II
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT B2 – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES FOR PHASE II

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

1. STATEMENT OF WORK

The Contractor shall augment the MyLicense One Licensing System as part of Phase II with the following components:

- MyLicense One Gadget; and
- MyLicense One Case Management.

1.1. PHASE II – MyLicense One Gadget and Case Management

The Contractor shall collaborate with agencies to collect business requirements specific to each agency to implement a system that is tailored to each agency's inspections and case types.

The Contractor shall assist in testing ML1 Gadget and Case Management to ensure the system functions per defined business requirements.

The objective of the Phase 2 engagement is to deliver additional value to OPLC through the implementation of MyLicense Gadget and Case Management. These tools will support OPLC's enforcement process through, respectively, inspections management and investigation case management. Inspection forms and case types will be rolled out iteratively during the project, as opposed to one large "batch" at the end of the project. This ensures value is delivered to OPLC faster than traditional waterfall implementation approaches.

Rollout of inspections and case types includes the effort to perform iterative User Acceptance Testing (UAT), go-live, and provide operational support. The following scope variables define the scope of the high-level activities for the project.

1.2. Scope Variables Description

1.2.1. Parameter Software to be Implemented

- MyLicense One Gadget
- MyLicense One Case Management

1.2.2. Project Plan and Ongoing Project Management

- A project plan will be developed, reviewed, and approved by NH DoIT to track the implementation. Ongoing SA Project Management will occur to ensure the implementation remains on track per the developed plan.

1.2.3. ML1 Setup

- Installation of the Gadget and Case Management components in OPLC's MyLicense One Test and Production instances where MyLicense One Gadget and MyLicense One Case Management forms and other configuration will be managed.

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1.2.4. Requirements Analysis

- Duration: Three (3) Weeks Documentation of functional requirements for MyLicense One Gadget inspection forms and MyLicense One Case Management case types

1.2.5. Configure MyLicense Gadget

- Configuration of inspection forms and other necessary components of MyLicense One Gadget based on the documented requirements

1.2.6. Configure MyLicense Case Management

- Configuration of MyLicense One Case Management based on the documented requirements.

1.2.7. Phase III Planning – Application Administration and Licensing Operations

- Upon the completion of Phase II, or earlier, the Contractor shall provide a detailed statement of work that meet the state-identified business requirements for the development and implementation of the Application Administration and Licensing Operations phase.

2. BUSINESS / TECHNICAL REQUIREMENTS

2.1. Business and Technical Requirements

The Contractor's statement of work and deliverables in this phase shall meet all Business and Technical Requirements identified in Exhibit G: Attachment 1 in scope of this phase, which include:

- Phase II – Enforcement and Inspection Case Management.
- Training

3. ACTIVITY, DELEVERABLE, AND MILESTONE

3.1. Deliverable 1 -Develop Project Plan

The Contractor shall develop a detailed project plan for this project, which will include a detailed project schedule, consisting of a work breakdown structure and Gantt chart. The project plan identifies the tasks, predecessors, durations, and assigned stakeholders for all project-related tasks.

The approved project plan will serve as the baseline from which project performance is measured. The Contractor shall continuously monitor to ensure successful completion of the project, on time and within budget. In addition to the project plan, the Contractor shall provide ongoing Project Management, including status meetings where:

- The Contractor's PM and NH DoIT Project Manager (PM), and others that the NH DoIT PM deems required, providing input in the process review action items on a bi-weekly basis.
- The Contractor's PM sends agenda to NH DoIT Project Manager (PM), and others that the NH DoIT PM deems required that includes:

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- Tasks completed or accomplishments occurring since last scheduled meeting.
 - Action Items/Issues for discussion by both teams.
- Rolling forecast of activities/deliverables for the next two weeks.

The Contractor shall maintain an online collaboration site between the Contractor and the site. This resource will serve a repository for file sharing and access to project artifacts.

3.2. Deliverable 2-ML1 Environment Setup

After the project kicks off, the Contractor shall install MyLicense Gadget and Case Management in the NH DoIT MyLicense One Test and Production tenants/environments. The Contractor shall continue to host MyLicense One in the Azure FedRAMP Cloud. The Contractor shall provision and configure all required infrastructure to support MyLicense One.

The Contractor shall collaborate with the NH DoIT Project Manager (PM) and other NH DoIT technical staff to verify access to the MyLicense One Gadget and Case Management sites. The Contractor shall assist NH DoIT IT Infrastructure and Networking resources to make any changes to the Secure VPN tunnel between MyLicense and MLO required to support MyLicense One Gadget and Case Management.

3.3. Deliverable 3-Requirements Analysis

The Contractor shall collaborate with NH DoIT to gather required inputs to support the configuration of MyLicense One Gadget and Case Management, including but not limited to:

- Inventory existing paper-based inspection forms and document inspection and case management processes.
- Develop functional requirements for migration of identified forms and processes to MyLicense One Gadget and Case Management.

The Contractor shall ensure a requirements document containing the above is compiled, reviewed, finalized, and accepted by the State to initiate the build out of MyLicense One Gadget and Case Management.

The Contractor shall work with NH DoIT PM with coordinating State resources to provide all required inputs in a timely manner, in accordance with the State-approved approved project plan and timeline.

3.4. Deliverable 4-MyLicense Gadget Configuration

In Phase II, the Contractor shall configure the number of inspection forms and investigation processes identified in Phase II planning in MyLicense One Gadget and Case Management. The Contractor shall configure, test, and release forms iteratively into production to ensure continual delivery of value throughout this phase. The Contractor and state contract staff shall collaborate in joint sessions to gather feedback for revisions to the configuration, as needed, which shall be performed iteratively, as follows:

- The Contractor shall perform configuration based upon the existing paper inspection and investigation processes provided by the Agency.

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- Upon the Contractor's completion of the initial configuration, Agency staff will participate in a joint walkthrough of MyLicense One Gadget and Case Management. The Contractor shall implement any changes identified by Agency staff and agreed upon by both parties. The State shall document any requested changes and provide instructions, as well as additional data field and navigational preference details.
- The Contractor shall revise the configuration per the comments provided, followed by a second joint review that is conducted to allow the Agency an opportunity to submit final feedback to be incorporated by the Contractor prior to go-live with the forms.
- The Contractor shall revise the configured sites in accordance with the feedback provided during the second review. Following this cycle, the changes will be completed and ready for acceptance by the Agency prior to go-live.
- At the start of the configuration cycle following acceptance of the forms, the Contractor shall go live with the accepted Gadget and Case Management forms.

Billing for online services forms will occur upon completion of the configuration sprints within this Deliverable, as further detailed in Exhibit C, Payment Terms.

The Contractor shall work with State project staff for providing all existing forms to allow the Contractor to build in MyLicense One.

- The State project staff and functional area experts shall provide feedback to the Contractor's implementation team during the software configuration process.
- Upon Contractor's completion of the initial configuration, the State project team and Agency staff will participate in walkthroughs of MyLicense One to review what has been configured.
- Upon completion of the first walkthrough, the Agency will provide a single list of changes to be incorporated by the Contractor.
- Once the Contractor incorporates the changes into MyLicense One, the State project staff and Agency will participate in a final walkthrough and will have the opportunity to submit a final list of feedback to be incorporated by the Contractor prior to release in Production.

4. TRAINING

The Contractor shall provide end users training on use of MyLicense One Gadget and MyLicense One Case Management. The Contractor shall collaborate with NH DoIT on the development of a detailed training plan that outlines the scope, agenda, and modalities to be used in end user training, including:

- Online Live Training Sessions
- Online Training Manuals
- User Guides and Documentation.

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The training plan will outline the training approach and articulate training solutions that address both the immediate and ongoing needs of the State.

Training may be provided in a variety of formats, including virtual, in-person, or a hybrid approach. The contractor shall record trainings and make them available to NH DoIT to serve as a resource for refresher trainings and/or in support of training new hires to reduce downstream costs as new employees are onboarded and need to be trained.

The Contractor shall ensure training resources are available and specific to:

- Investigators
- Inspectors
- Supervisors of Investigators and Inspectors

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EXHIBIT B3 – STATEMENT OF WORK – PHASE III
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT B3 – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DEVIVERABLES FOR PHASE III

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

1. STATEMENT OF WORK

The Contractor shall implement a MyLicense One Licensing System in Phase 3 that includes MyLicense One Back Office.

1.1. PHASE III – MyLicense One Back Office

The Contractor shall collaborate with agencies to collect business requirements specific to each agency to implement a system that is tailored to each agency's license types.

The Contractor shall assist in testing the ML1 Back Office to ensure the system functions per defined business requirements.

The objective of this Phase 3 engagement is to complete the digital transformation of OPLC's operations by migrating their back office operations into MyLicense One. SA will work with OPLC and DoIT to define OPLC's licensing processes in the MyLicense One Back Office and map OPLC's licensing data from MyLicense Office to the ML1 Back Office. At the end of the project, all of OPLC's operations and data will be live in the new MyLicense One Back Office.

The following scope variables define the scope of the high-level activities for the project.

1.2. Scope Variables Description

1.2.1. Parameter Software to be Implemented

- MyLicense One Back Office (MYLICENSE ONE BACK OFFICE)

1.2.2. Project Plan and Ongoing Project Management

- A project plan will be developed, reviewed, and approved by NH DoIT to track the implementation. Ongoing SA Project Management will occur to ensure the implementation remains on track per the developed plan.

1.2.3. ML1 Setup

- Installation of a MyLicense One Back Office Test and Production instance where MYLICENSE ONE BACK OFFICE configuration will be managed

1.2.4. Requirements Analysis

- Duration: Six (6) Weeks Documentation of functional requirements for MYLICENSE ONE BACK OFFICE forms, workflows, and business rules.

1.2.5. Configure MyLicense One Back Office

- Configuration of forms, workflows, and business rules for the number of license types defined in Phase III planning.

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1.2.6. Configure Templates

- SA will configure the number of document templates specified in the Phase III planning activities in the MYLICENSE ONE BACK OFFICE per specifications provided by OPLC.

1.2.7. Configure Interfaces

- SA will configure the number of interfaces defined in the planning phase for Phase III per the specifications provided by OPLC and DoIT. These interfaces will ensure essential connections with State and third-party data partners (e.g., CE Broker) continue to function as expected in the MyLicense One Back Office.

1.2.8. Data Conversion and Document Migration

- SA will migrate OPLC's data and documents from MyLicense Office to the MyLicense One Back Office. SA will perform the planning, data mapping, execution, validation, and revision of the conversion, performing two (2) initial iterations of data conversion and document migration followed by an iteration of conversion just prior to UAT. SA will perform a final iteration of data conversion and document migration at go-live.

1.2.9. User Acceptance Testing (UAT)

- SA will perform ten (10) days of direct User Acceptance Testing with OPLC end users, followed by additional time to resolve identified issues. SA will provide a test plan that addresses test cases relevant to usage of the MyLicense One Back Office for OPLC and DoIT review and revision prior to execution of testing.

1.2.10. End User Training

- SA will provide five (5) days of Train-the-Trainer training to key OPLC super users to enable these users to train the remaining OPLC users prior to go-live in the MyLicense One Back Office.

1.2.11. Go-Live and Operational Support

- SA will develop a go-live plan defining the sequence of activities to be performed at go-live. After receiving a "go" decision from OPLC and DoIT, SA will perform the final data conversion and document migration into the MyLicense One Back Office. After go-live, SA will provide twenty (20) business days of operational support, after which OPLC will transition to application administration by SA.

2. BUSINESS/TECHNICAL REQUIREMENTS

2.1. Business and Technical Requirements.

The Contractor's statement of work and deliverables shall meet all Business and Technical Requirements identified in Exhibit G: Attachment 1, which include:

- Phase III – My License One Back Office License Administration and Operations.

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- Data and Standard Reporting
- Training
- Third Party Interfacing

3. ACTIVITY, DELIVERABLE, AND MILESTONES

3.1. Deliverable 1 -Develop Project Plan

The Contractor shall develop a detailed project plan for this project, which will include a detailed project schedule, consisting of a work breakdown structure and Gantt chart. The project plan identifies the tasks, predecessors, durations, and assigned stakeholders for all project-related tasks.

The approved project plan will serve as the baseline from which project performance is measured. The Contractor shall continuously monitor to ensure successful completion of the project, on time and within budget. In addition to the project plan, the Contractor shall provide ongoing Project Management, including status meetings where:

- The Contractor's PM and NH DoIT Project Manager (PM), and others that the NH DoIT PM deems required, providing input in the process review action items on a bi-weekly basis.
- The Contractor's PM sends agenda to NH DoIT Project Manager (PM), and others that the NH DoIT PM deems required that includes:
 - Tasks completed or accomplishments occurring since last scheduled meeting.
 - Action Items/Issues for discussion by both teams.
- Rolling forecast of activities/deliverables for the next two weeks.

The Contractor shall maintain an online collaboration site between the Contractor and the site. This resource will serve a repository for file sharing and access to project artifacts.

3.2. Deliverable 2-ML1 Environment Setup

After the project kicks off, the Contractor shall install the NH DoIT MyLicense One Back Office Test and Production components. The Contractor shall host MyLicense One in the Azure FedRAMP Cloud. The Contractor shall provision and configure all required infrastructure to support MyLicense One.

The Contractor shall collaborate with the NH DoIT Project Manager (PM) and other NH DoIT technical staff to verify access to the MyLicense One Back Office site by NH DoIT and OPLC users.

3.3. Deliverable 3-Requirements Analysis

The Contractor shall collaborate with NH DoIT to gather required inputs to support the configuration of MyLicense One Online Services, including but not limited to:

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BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- Inventory existing business processes and license type configuration needs in MyLicense Office.
- Develop functional requirements for migration of identified back-office processes to the MyLicense One Back Office.
- Identify templates to be migrated to the MyLicense One Back Office.
- Capture specifications for interfaces to be migrated from MyLicense Office to the MyLicense One Back Office, including new interfaces required for the Back Office go-live (e.g., CE Broker).

The Contractor shall ensure a requirements document containing the above is compiled, reviewed, finalized, and accepted by the State to initiate the build out of the MyLicense One Back Office.

The Contractor shall work with NH DoIT PM with coordinating State resources to provide all required inputs in a timely manner, in accordance with the State-approved approved project plan and timeline.

3.4. Deliverable 4–Back Office Configuration

The Contractor shall configure the MyLicense One Back Office on the specifications gathered in the Requirements Analysis phase, ensuring that each license type has:

- The correct fields and groupings of fields for the collection of data on back-office input forms.
- Workflows for processing initial applications, renewals, and reinstatements.
- Business rules governing initial and renewal requirements, expiration and renewal cycles, and other requirements for each license type.

The Contractor shall work with NH DoIT administrators and Agency business subject matter experts to review, revise, and validate the final back-office configuration prior to UAT, as follows:

- The Contractor shall do initial configuration based upon the documented Back Office Configuration requirements.
- Upon the Contractor's completion of the initial configuration, Agency staff will participate in a joint walkthrough of the MyLicense One Back Office Setup. The Contractor shall implement any changes identified by Agency staff and agreed upon by both parties. Any requested changes shall be documented, provide instructions, as well as additional data field and navigational preference details.
- The Contractor shall revise the configuration per the comments provided, followed by a second joint review that is conducted to allow the Agency an opportunity to submit final feedback to be incorporated by the Contractor prior to User Acceptance Testing.
- The Contractor shall revise the configured site in accordance with the feedback provided during the second review. Following this cycle, the back-office configuration will be completed and ready for User Acceptance Testing.

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The Contractor and the Agency shall review and validate revisions to the Back Office Configuration.

The Contractor and State project staff are responsible for coordinating the review and revisions of the Back Office Configuration. The State project team shall relay any changes to the Back Office Configuration to Agency staff. The Contractor shall work with Agency staff to develop the most effective methods of implementation and communication of any change.

3.5. Deliverable 5–Template Configuration

The Contractor shall configure the number of templates identified in Phase III planning in the MyLicense One Back Office. The Contractor shall configure, test, and release configured templates into test in groups throughout this phase to ensure continual progress toward completion of back office setup. The Contractor and state contract staff shall collaborate in joint sessions to gather feedback for revisions to the templates, as needed, which shall be performed iteratively, as follows:

- The Contractor shall perform configuration based upon the existing MyLicense Office templates.
- Upon the Contractor's completion of the initial configuration, Agency staff using each set of templates will participate in a joint walkthrough of the templates as configured in the MyLicense One Back Office. The Contractor shall implement any changes identified by Agency staff and agreed upon by both parties. The State shall document any requested changes and provide instructions, as well as additional data field and navigational preference details.
- The Contractor shall revise the configuration per the comments provided, followed by a second joint review that is conducted to allow the Agency an opportunity to submit final feedback to be incorporated by the Contractor prior to UAT.
- The Contractor shall revise the configured site in accordance with the feedback provided during the second review. Following this cycle, the changes will be completed and ready for acceptance by the Agency prior to UAT.

Billing for online services forms will occur upon completion of the configuration sprints within this Deliverable, as further detailed in Exhibit C, Payment Terms.

The Contractor shall work with State project staff for providing all existing templates to allow the Contractor to build templates in MyLicense One.

- The State project staff and functional area experts shall provide feedback to the Contractor's implementation team during the template configuration process.
- Upon Contractor's completion of the initial configuration, the State project team and Agency staff will participate in walkthroughs of the templates to review what has been configured.
- Upon completion of the first walkthrough, the Agency will provide a single list of changes to be incorporated by the Contractor.

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- Once the Contractor incorporates the changes into the templates configured in MyLicense One, the State project staff and Agency will participate in a final walkthrough and will have the opportunity to submit a final list of feedback to be incorporated by the Contractor prior to release in Production.

3.6. Deliverable 6–Interface Configuration

The Contractor shall configure the interfaces identified in Phase III planning in the MyLicense One Back Office. The Contractor, in conjunction with OPLC and DoIT's interface partners, shall configure, test, and release configured interfaces into Test prior to User Acceptance Testing (UAT). The Contractor, appropriate state contract staff, and OPLC and DoIT interface partners shall collaborate in joint sessions to gather feedback for revisions to the interfaces, as needed, which shall be performed iteratively; as follows:

- The Contractor shall perform configuration based upon the interface specifications provided during the requirements gathering phase.
- Upon the Contractor's completion of the initial configuration, DoIT staff and OPLC interface partners will participate in a joint walkthrough of the interfaces as configured in the MyLicense One Back Office. The Contractor shall implement any changes identified by Agency staff and agreed upon by both parties. The State shall document any requested changes and provide instructions.
- The Contractor shall revise the configuration per the comments provided, followed by a second joint review that is conducted to allow the Agency and its interface partners an opportunity to submit final feedback to be incorporated by the Contractor prior to UAT.
- The Contractor shall revise the configured interfaces in accordance with the feedback provided during the second review. Following this cycle, the changes will be completed and ready for acceptance by the Agency prior to UAT.

Billing for online services forms will occur upon completion of the configuration sprints within this Deliverable, as further detailed in Exhibit C, Payment Terms.

The Contractor shall work with State project staff and interface partners for providing specifications for all existing interfaces to allow the Contractor to build interfaces in MyLicense One.

- The State project staff, interface partners, and functional area experts shall provide feedback to the Contractor's implementation team during the interface configuration process.
- Upon Contractor's completion of the initial configuration, the State project team, interface partners, and Agency staff will participate in walkthroughs of the interfaces to review what has been configured.
- Upon completion of the first walkthrough, the Agency will provide a single list of changes to be incorporated by the Contractor.

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- Once the Contractor incorporates the changes into the templates configured in MyLicense One, the State project staff and Agency will participate in a final walkthrough and will have the opportunity to submit a final list of feedback to be incorporated by the Contractor prior to release in Production.

3.7. Deliverable 7 – User Acceptance Testing

The Contractor will work with OPLC and DoIT to perform controlled acceptance testing. All items that will be tested will be included in an acceptance test plan. The test plan will include specific test cases to cover edits, constraints, and licensing restrictions for the license types configured in the system. In preparation for UAT, the Contractor will perform another iteration of data conversion so that end users test against recent data that closely mirrors what they will see in Production. Participating OPLC users will bring sample records from their existing workload to confirm all data was converted properly and that all business functions have been accounted for in the new system.

The Contractor will work with designated OPLC testers to develop and complete the acceptance test process. The goal of this acceptance test process is to confirm that all system functions work as required, and that data has been converted successfully from MyLicense Office to the MyLicense One Back Office. If a show-stopping defect or issue is identified preventing the execution of significant portions of test scripts, testing will be paused for immediate resolution. Otherwise, as issues are identified they will be tracked in an issue log and assigned a priority value.

DoIT and OPLC are responsible for providing adequate testing facilities (testing room with desks and computers, access to the test system, projector). The OPLC/DoIT PM is responsible for assembling the acceptance test group and ensuring their dedication to the task. The OPLC/DoIT PM will drive the process to complete testing in accordance with the project plan. The OPLC's selected individuals will be responsible for completing the documented test cases.

The OPLC/DoIT PM is responsible for notifying SA of any system deficiencies resulting from the testing process. SA expects the deficiencies will be reported at the time of discovery. After the receipt of system updates to correct the deficiencies, the OPLC acceptance test group is required to retest the system function to confirm proper operation. If the deficiency affects a related functional area, that area should be retested as well.

3.8. Deliverable 8 – User Training

Contractor will provide five (5) days of training to NH DoIT and OPLC Super Users who will be responsible for training users throughout the rest of OPLC on the use of the MyLicense Back Office. This "Train the Trainer" model requires super users from various areas of OPLC's business, including licensing, accounting, inspections, and enforcement. The Contractor will provide the super users complete and thorough classroom-style instruction consisting of a mix of lecture, discussion, and user exercises.

This phase requires the DoIT PM to ensure that User Training participants are available and prepared for training as detailed in the Training Plan. DoIT and OPLC are responsible for providing facilities for the training; each User Training participant should be provided with a computer. Ideally, training classes should be limited to 20 participants but should never exceed more than 25 participants.

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The DoIT and OPLC PMs will also ensure that end-user training is carried out timely and in accordance with a defined training plan. End user training will occur immediately prior to Go-Live in the MyLicense One Back Office.

3.9. Deliverable 9 – System Rollout and Operational Support

At the successful completion of acceptance testing and user training, the system will be prepared for production. At this point, there will be one final data migration process to promote the most current OPLC data to the MyLicense One Back Office. DoIT will be required to provide updated data to SA for loading to the new system. Once received, SA will load the data. During this project stage, OPLC will not be able to process information on MyLicense Office. If processing continues, manual entry of the information by OPLC staff members may be required.

After successful migration of data to the production system, Contractor will make the system available to all system users based on an agreed upon release schedule developed by Contractor, OPLC, and DoIT. After the Production system has been made available to users, the Contractor implementation team will remain available on the project for twenty (20) business days to provide operational support and technical assistance to DoIT and OPLC. The implementation support personnel will provide immediate feedback regarding any potential minor disruptions in service or software issues. This support will be provided through remote work.

After completion of operational support, Contractor will transition DoIT and OPLC to application administration.

4. TRAINING

The Contractor shall provide end users training on use of the MyLicense One Back Office. The Contractor shall collaborate with NH DoIT on the development of a detailed training plan that outlines the scope, agenda, and modalities to be used in end user training, including:

- Online Live Training Sessions
- Online Training Manuals
- User Guides and Documentation.

The training plan will outline the training approach and articulate training solutions that address both the immediate and ongoing needs of the State.

Training may be provided in a variety of formats, including virtual, in-person, or a hybrid approach. The contractor shall record trainings and make them available to NH DoIT to serve as a resource for refresher trainings and/or in support of training new hires to reduce downstream costs as new employees are onboarded and need to be trained.

The Contractor shall ensure training resources are available and specific to:

- Licensing Clerks
- Supervisors
- Fiscal Services

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EXHIBIT C – PAYMENT TERMS AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. 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 the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices 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.

5. INVOICE ADDRESS

Invoices may be sent to:

Department of Information Technology
Attn: Accounts Payable
(603) 223-5785
Accountspayable@DoIT.nh.gov

Mailing Address:

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Department of Information Technology
Attn: Accounts Payable
27 Hazen Drive
Concord, NH 03301

6. PAYMENT ADDRESS

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

7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

9. PROJECT HOLDBACK

RESERVED

10. PAYMENT SCHEDULE – PHASE I

10.1 Activities / Deliverables / Milestones Pricing

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

Deliverable	Price
ML1 Activation Fee	\$25,000
Project Plan	\$14,500
Requirements Analysis	\$28,250
Common Application Form	\$10,350
Renewal Sprint 1	\$21,950
Renewal Sprint 2	\$21,950
Renewal Sprint 3	\$21,950
Renewal Sprint 4	\$21,950
Renewal Sprint 5	\$21,950
Renewal Sprint 6	\$21,950
Initial Application Sprint 1	\$21,950
Initial Application Sprint 2	\$21,950
Initial Application Sprint 3	\$21,950

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Initial Application Sprint 4	\$21,950
Initial Application Sprint 5	\$21,950
Initial Application Sprint 6	\$21,950
Initial Application Sprint 7	\$21,950
Initial Application Sprint 8	\$21,950
Initial Application Sprint 9	\$21,950
Initial Application Sprint 10	\$21,950
Initial Application Sprint 11	\$21,950
Initial Application Sprint 12	\$21,950
Initial Application Sprint 13	\$21,950
Initial Application Sprint 14	\$21,950
Initial Application Sprint 15	\$21,950
Initial Application Sprint 16	\$21,950
Initial Application Sprint 17	\$21,950
Initial Application Sprint 18	\$21,950
Initial Application Sprint 19	\$21,950
Additional Forms Sprint	\$21,950
Cleanup Sprint	\$21,950
Total	\$670,750

10.2 Hardware Pricing

Not Applicable

10.3 Software License Pricing

Included in subscription fees in Paragraph 10.4

10.4 Software Operations, Maintenance and Support Pricing

Cost Component	Description of Services Included	Price
Subscription Fees	MyLicense One Online Services Subscription Fee, covering Licensing, Hosting, Maintenance, Support, and Application Administration	\$13,200/mo.*

**Onset of Phase One subscription fees occurs after the first form goes live in MyLicense One Online services. This is estimated to occur three (3) to six (6) months after project start.*

10.5 Hosting Pricing

Included in subscription fees in Section 10.4.

10.6 Other Cost Pricing

Not applicable.

10.7 Implementation Pricing Summary

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10.8 The table below contains a summary of the implementation pricing. Each deliverable and its associated cost is provided in Section 10.1 above.

Cost Component	Description of Services Included	Price
Phase 1 Implementation Fees	Project Planning, Requirements Analysis, ML1 Setup, Common Application Configuration, and Iterative Form Configuration, Testing, Go-Live, and Operational Support	\$670,750

10.9 Contractor Staff, Resource Hours and Rates Worksheet

Project Manager	\$295/Hour
Implementation Specialist	\$195/Hour
Database Administrator	\$300/Hour
Product Engineer	\$280/Hour

10.10 Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

The Contractor rates provided in Section 10.8 above will be subject to a 5% escalation each year the contract is renewed.

11. PAYMENT SCHEDULE – PHASE II

11.1. Activities / Deliverables / Milestones Pricing

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for activities, Deliverables, or milestones to be enumerated in the planning for Phase II.

11.2. Hardware Pricing

Not Applicable

11.3. Software License Pricing

Included in subscription fees in Paragraph 11.4.

11.4. Software Operations, Maintenance and Support Pricing

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Cost Component	Description of Services Included	Price
Subscription Fees	MyLicense One Gadget and Case Management Subscription Fees, covering Licensing, Hosting, Maintenance, Support, and Application Administration	\$17,750/mo.*

** Onset of Phase II subscription fees occurs upon go-live of the first inspection form or case type going live in MyLicense One.*

11.5. Hosting Pricing

Included in subscription fees in Section 11.4.

11.6. Other Cost Pricing

Not applicable.

11.7. Implementation Pricing Summary

The table below contains a summary of the implementation pricing. Each deliverable and its associated cost will be provided after Phase II planning is completed by Contractor and the State.

Cost Component	Description of Services Included	Price
Phase 2 Implementation Fees	Project Planning, Requirements Analysis, Gadget Setup, Case Management Setup, and Iterative Configuration, Testing, Go-Live, and Operational Support	\$630,000

11.8. Contractor Staff, Resource Hours and Rates Worksheet

Project Manager	\$295/Hour
Implementation Specialist	\$195/Hour
Database Administrator	\$300/Hour
Product Engineer	\$280/Hour

11.9. Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

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The Contractor rates provided in Section 11.8 above will be subject to a 5% escalation each year the contract is renewed.

12. PAYMENT SCHEDULE – PHASE III

12.1. Activities / Deliverables / Milestones Pricing

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for activities, Deliverables, or milestones to be enumerated in the planning for Phase III.

12.2. Hardware Pricing

Not Applicable

12.3. Software License Pricing

Included in subscription fees in Paragraph 12.4.

12.4. Software Operations, Maintenance and Support Pricing

Cost Component	Description of Services Included	Price
Subscription Fees	MyLicense One Back Office Subscription Fee, covering Licensing, Hosting, Maintenance, Support, and Application Administration	\$17,051/mo.*

** Onset of Phase III subscription fees occurs after go-live in the MyLicense One Back Office.*

12.5. Hosting Pricing

Included in subscription fees in Section 12.4.

12.6. Other Cost Pricing

Not applicable.

12.7. Implementation Pricing Summary

The table below contains a summary of the implementation pricing.

Cost Component	Description of Services Included	Price
Phase 3 Implementation Fees	Project Planning, Requirements Analysis, ML1 Back Office Setup, Template Configuration, Interface Configuration, User Acceptance Testing, User Training, and Go-Live and Operational Support	\$1,200,000

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12.8. Contractor Staff, Resource Hours and Rates Worksheet

Project Manager	\$295/Hour
Implementation Specialist	\$195/Hour
Database Administrator	\$300/Hour
Product Engineer	\$280/Hour

12.9. Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

The Contractor rates provided in Section 12.8 above will be subject to a 5% escalation each year the contract is renewed.

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

1. License Grant.

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. Software and Documentation Copies. The Contractor shall provide the State with an electronic version in both Microsoft Word and PDF formats of the Software's associated Documentation. The State shall have the right to copy the associated Documentation within its possession for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

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

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

5. Viruses. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. Audit. Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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Contractor Initials: CLH

Date: 12/30/2022

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

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

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

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

Unless specified otherwise in this agreement,

Contractor will not indemnify the State if the State alters the Contracted Resources without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or services not provided by Contractor without Contractor's consent.

8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's deliverables.

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EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

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MYLICENSE ONE LICENSING SYSTEM
EXHIBIT E- ADMINISTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Project Manager	Agency Project Manager	5 Days
First	Service Delivery Manager	Agency IT Manager	10 Days
Second	Vice President of Operations	Director of Application Software Development	10 Days
Third	President	Commissioner of DoIT	15 Days

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

2. ACCESS AND COOPERATION

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

3. RECORD RETENTION

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

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EXHIBIT E- ADMINISTRATIVE SERVICES

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

4. ACCOUNTING

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

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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

6.1.1. Computer Use

- 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 Contractor access or attempt to access any information without having the express authority to do so.*
- c. *That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.*
- d. *That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor 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*

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

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

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

6.1.2. Email Use

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

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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

6.3 Workspace Requirement

RESERVED.

6.4 Workplace Hours

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

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EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to, Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Contract	An agreement between the State of New Hampshire and a Contractor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.

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Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for any other-than-authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency(-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

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Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19; biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Contractor for consideration in response to a solicitation by the State.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

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Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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Work Plan	Documentation that details the 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 B: <i>Business/Technical Requirements and Deliverables</i> . 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.
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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

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1. ATTACHMENTS

- a. DoIT Business and Technical Requirements – Attachment 1
- b. MyLicense Cloud Service Level Agreement -Attachment 2

2. CONTRACTOR CERTIFICATES

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

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Vendor Instructions for Business (BR) and Technical (TR) Requirements

Vendor Response Column:

Place a "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).

Criticality Column:

(M) Indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met in order for the proposal to be accepted. If the proposer believes that there is something about their proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a proposal if the need of the requirement is reduced or eliminated by another feature of the proposal.

(P) Indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefulness but the lack of this feature is not considered serious enough to disqualify the proposal.

(O) Indicates a requirement which is "Optional". This requirement is considered by the State to be one which useful or potentially useful but not a central feature of the Project.

Delivery Method Column:

Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

Standard - Feature/Function is included in the proposed system and available in the current software release.

Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)

Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP).

Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

Comments Column:

For all Delivery Method responses vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

Vendor Instructions for Activity, Deliverable, and Milestone

Vendor shall complete the Activity Deliverable, and Milestone Table identifying estimated delivery date and price.

BUSINESS REQUIREMENTS					
State Requirements					Vendor
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Enterprise Solutions & Agency Onboarding					
B1.1	TO BE COMPLETED BY STATE ENTERPRISE TEAM for any additional Enterprise Requirements. (Enterprise Overview)				
B1.2	<p>Objectives: For the purpose of this Sole-Source contract the vendor will provide system support, maintenance, development and implementation and conversion to the My License One solution. This sole-source contract will have a primary focus on the Office of Professional Licensure and Certification (OPLC) while ensuring the integrity and meeting the State of New Hampshire's goals of a single enterprise solution for additional Enterprise Agency Partners, and allowing configurability of those partners within the Enterprise solution.</p> <p>The OPLC must respond to immediate business demands and requests to implement according to those demands. The OPLC proposes implementation in priority order:</p> <ol style="list-style-type: none"> 1. Customer Portal Environments: Provide easy access to online licensing and information. Tools that promote self-sufficiency of licensing and reporting. 2. Enforcement & Inspection: Provide the ability effective and efficient management Enforcement and Inspection caseloads and workflows. 3. Licensing Processing & Backroom business functions: Provide back-office solutions for timely and productive license administration and reporting functions. 	M	Yes	Standard	
B1.3	<p>Agency Onboarding The vendor shall collaborate with State Agency Enterprise Partners to develop implementation plans and schedules for a 3-phased approach that includes:</p> <ul style="list-style-type: none"> - Phase I: Customer Portal (s) for online applications and license verification tools. - Phase II: Enforcement Investigations and Inspection. - Phase III: Back Office & Licensing Operations. <p>* This implementation plan is proposed and preferred for OPLC, the vendor must be flexible and work with other Enterprise Agency Partners if this method is not conducive to agency priorities or business needs.</p>	M	Yes	Standard	SA intends to work with the State to develop implementation plans as required. In reference to this Scope of Work, SA is proposing Phase 1 alone. The proposed project timeline in the Scope of Work document provides a bottom-up buildup of effort and duration to achieve the scope of work and bring the Department's online applications, renewals, and additional forms live in the MyLicense Platform.
B1.4	<p>Vendor Service & Support: Dedicated System Maintenance of Cloud Environment</p> <ul style="list-style-type: none"> - Assists Agency and DOIT with upgrade testing. - Resolves identified issues, - Ensures technical issues are resolved before, during, and after deployment to Production, - Written release notes, schedules and other communication and coordination with DOIT, Agency IT teams and end users. 	M	Yes	Standard	Information regarding system maintenance is located in the Scope of Work document within the section Project Management. There, the methods that will be used to perform required support activities is described.
B1.4a	<p>Vendor Service & Support: Dedicated Training & Development</p> <p>Provide training and development of resources for agency support and operation of the new system, as required by the enterprise agency. The enterprise agency will define training needs in their requirements for statement of work for each of the phases defined below. Training may be in the form of online training sessions, online training manuals, online in-person training, In-app help, and FAQs. Training resources are available and specific to:</p> <ul style="list-style-type: none"> - Enterprise Agency Partner IT staff, including DOIT team members, - Enterprise Agency Partner Administration staff (i.e. Licensing Clerks, Supervisors, Fiscal Services, Enforcement and Investigations), - Online portal instruction for Licensees. 	M	Yes	Standard	Information regarding the training of State staff is located in the section Project Maintenance, as well as specific deliverables and tasks within the section Approach to Tasks.
B1.5	<p>Agency Environments</p> <p>Provide the ability for each Enterprise Partner Agency to work independently within dedicated environments with access to agency data for the purpose of reporting and analytics. Enterprise Agencies should also be provided the option/ability to develop and modify applications for their respective professions and business. This will also allow non-DOIT team members to work on projects within their respective agencies.</p>	M	Yes	Standard	Each individual Enterprise Agency will have the ability to perform tasks in separate environments, which will be implemented via the approaches located in the Scope of Work document in the section Approach to Tasks.
Phase I: Online Licensing Portals,					

B2.1	<p>Online Licensee Portal The vendor shall provide a web and/or cloud-based customer portal for the purpose of a licensee or licensed facility or other licensed entity to access for creating a State of NH Licensing Account, completion and submission of applications for:</p> <ul style="list-style-type: none"> - Initial license, - License renewal, - Online payment of all required fees, fines and restitution payments, - License Reinstatement of license, - Other certification or permitting, petitions or requests, as defined - Translation to different languages as defined by the SoNH DOIT and/or Enterprise Agency Partner. 	M		Yes	Standard	This requirement will be fulfilled as per the information provided within the Scope of Work document in the section Approach to Tasks, which includes descriptions of the deliverables that will be provided to the State.
B2.2	<p>Online Licensee Portal and KIOSKS The State requires vendor acknowledgement and assistance, if required, of on premise KIOSKS for accessing the Online Customer Portal for the purpose of providing access to licensees who do not have access to the internet or require assistance "in office" for completing an online license application. KIOSKS may be supported by third party software.</p>	O		Yes	Standard	If required, the system will be able to be accessed on in-office kiosks so long as the kiosks are able to access the internet and the web portal.
B2.3	<p>Consumer Mobile Devices The vendor shall provide and support a mobile-friendly version of the Online Licensing Portal, which must be compatible with commonly used browsers.</p>	M		Yes	Standard	The Platform is able to be accessed on all commonly used browsers on several devices, including mobile devices such as smartphones and tablets.
B2.4	<p>Online Licensee Accounts Licensees must be able to self-manage their online accounts through account dashboards that are configurable and provide:</p> <ul style="list-style-type: none"> - User profiles that can be updated with: <ul style="list-style-type: none"> - user demographic information, - contact information (address, email, phone), - name change with supporting documents, - user names, registration codes and passwords, - License or application information (dashboard): <ul style="list-style-type: none"> - current license status, - application status, - renewal periods and/or next expiration, - fees and/or fines, - documents - notifications and alerts, 	M		Yes	Standard	As described throughout the Scope of Work document, licensees will be able to self-manage their online accounts through dashboards which as configurable by the State.
B2.5	<p>Online Licensee Applications & Supporting Documents Comprehensive application licensee workflows that include the ability to complete applications online, validation of licensing questions and answers, and licensing requirements, upload or submit supporting documentation for licensure. Ability for agency staff to add, modify and delete new/existing online applications.</p>	M		Yes	Standard	The State will be able to create, configure, and modify workflows as required to allow licensees the freedom to complete tasks online with minimal State staff assistance.
B2.5a	<p>Online Licensee Applications & Supporting Documents: Request for Additional Assistants Provide in application template for requesting additional assistance. Template should be Enterprise Agency specific to the application and profession type with categories of "request type". Request submission should be designated agency support unit for action and/or response. Template must provide agency specific data fields for collecting information about the licensee, reported issue and reply to instruction/address.</p>			Yes	Standard	The State will be able to configure forms to allow the licensee to submit required information in order to request assistance in completing tasks online.
B2.7	<p>Online Payments (Licenses Fees, Fines and Other Required Payments, see Fiscal Services) The vendor will provide the ability to submit payment of Fees, Fines, Restitution and other payments required for licensure within the customer portal, once all requirements for application are satisfied. Logic for fee selection based on license type. Logic for notification of non-payment, insufficient funds of fees, fines and restitution payments. The system should allow these fees, fines and other payments to be posted to different general ledger accounts based on fee type. Transaction and payment record should have the ability to be interfaced to agency's financial system (s) and credit card payment vendor(s). Payment type should be passed to agency financial (for example, MasterCard, Visa, Discover, eCheck, debit card payment systems.)</p>	M		Yes	Standard	Licensees will be able to pay fees and other payments online through the intuitive web portal as required by the State. Fee type, notification, and other relevant items are configurable by the State.

B2.9	<p>Online Request for License Certifications</p> <p>An online portal, web page, form template or utility is required to allow the licensee, licensed business, and other stakeholders to submit requests for official state letters of certification and good standing. Letters may be requested for an individual or a group of licensees. With online payment template for applicable fees.</p>	M	Yes	Standard	The online portal will allow users to submit requests as necessary and as configured by the State, including the ability to submit relevant fees online.
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Phase II: Enforcement & Inspection Case Management

B3.1	<p>Enforcement Case Management</p> <p>The Licensing Management system must provide a module to accommodate secure and private management of investigation and inspections cases. Investigations through role management are to be restricted, prohibiting access from unauthorized users and business units. Case administrators are responsible for case assignment to case investigators' caseloads and the monitoring of case work to ensure timely and efficient processing.</p>	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.2	<p>Online Complaints</p> <p>An online portal, web page, form template that allows the public to file a complaint or report allegations of non-compliance of licensure. On submission the report is sent directly to the responsible enterprise agency's Enforcement Unit for response or investigation. The submitter has the option to "Be" or "Not to be notified" that report is received by the Enforcement Bureau. Must also allow Administrative Staff to enter into the Enforcement Module, any complaints received by paper, phone or email. Each complaint will be assigned unique complaint ID.</p>	M	Yes	Standard	As required by the State, the online portal can be configured to allow the public to submit complaint, non-compliance, or other similar forms. This requirement will be met in Phase 2 of the project.
B3.4	<p>Enforcement Caseload Administration</p> <p>The Licensing Management System must allow Caseload Administrators to add/modify/delete Caseloads assign Caseloads to case workers and add/modify delete case records to caseloads and/or caseworkers. The system must include dashboard views that provide information about Caseload counts, assignments and work queues.</p>	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.5	<p>Case Work Billable Hours</p> <p>The Licensing Management System must be able to track, record, and summarize billable hours worked on individual case records. It must track time spent in years, months, days, hours, and minutes. The system must be able to report on billable hours as defined by Enterprise Agency Partners.</p>	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.6	<p>Enforcement Case Workflow</p> <p>The Licensing Management System should support Case Management workflow dependent on individual Agency Enterprise Partner's enforcement business process. Example:</p> <ul style="list-style-type: none"> - Complaint Received, - Case Created, - Case Investigation/Inspection, - Case Referred to Hearing Officer, - Case Referred to Board for Review, - Findings/Disciplinary Issued, - Findings/Disciplinary Posted to Public License Verification Portal Incident Reporting Module. <p>Single point of entry and automatic submission of data to a single integrated database for storing all documentation which will enable data to be accessed through the appropriate module(s). Enable user the ability to enter and query narrative text fields (i.e.: search for key words).</p>	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.7	<p>Inspections</p> <p>The Licensing Management System must provide a module to accommodate assignment and scheduling of inspections. Online forms and documents must be available to inspectors both online and offline, and allowed to be completed during a field inspection. Completed forms, citation, inspection reports and other applicable forms and/or documents need to allow for e-signature (depending on Agency Policy & Rules) and issuance to licensee by e-mail or remote printing.</p>	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.8	<p>Inspections Case Management</p> <p>The system must allow inspection cases to be assigned to Agency Inspectors, have the ability to schedule events such as site inspections, and have the ability to facilitate inspection queues. The system must allow inspectors to upload documents, photos, video files and audio files as evidence or supporting information of an inspection outcome. Follow up actions and/or tasks should be allowed for additional follow-up of an inspection.</p>	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead

B3.9	Inspection Case Administration The Licensing Management System must allow Inspection Caseload Administrators to be able to add/modify/delete Caseloads assign inspection Caseloads to inspectors and add/modify delete case records to caseloads/caseworkers. The system must include dashboard views that provide information about inspection caseload counts, geography mapping, assignments, and work queues.	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.10	Inspection Time Tracking The Licensing Management System must be able to track, record, and summarize inspection hours worked for individual inspection case records. It must track time spent in years, months, days, hours, and minutes. The system must be able to report on inspection hours, as defined by Enterprise Agency Partners.	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.11	Inspections - Mobile Devices and Resources The system must support mobile inspections that allow inspectors to work in "Offline Mode" when internet access is not available. All components and/or resources required to complete an inspections must be available. Any Inspection completed in "Offline Mode" will be uploaded once a secure internet connection is made. Mobile inspections should support e-signatures and mobile printing from state issued mobile devices. Mobile device types may vary between Enterprise Agency Partners.	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.12	Enforcement Information Sharing and Reporting - The vendor shall work with Agency Enforcement and inspection units for providing required reporting and information exchanges. (See Additional Partner Worksheet Requirements for NHLCL).	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.13	NHLCL Online Payment Templates - (See Additional Partner Requirements Worksheet.)	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.14	A user customizable dashboard is required to display the following: 1. Cases not assigned for investigation. 2. Case follow-up. 3. Aging case report listed by age range, days, weeks, months, years. 4. Assigned cases - Open cases by investigator and current status. 5. Pending cases assignment activity with follow-up alerts (i.e.: Overdue, case assignment, and task assignment).	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.15	Must fully comply with FBI CJIS Security Policy V 5.6 or most recent policy at http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view .	M			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.16	Must be NIBRS compliant and include at a minimum all NIBRS required fields, codes and rules per most recent National Incident-Based Reporting System User Manual Version available at: https://ucr.fbi.gov/nibrs/nibrs-user-manual/view .	P			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.17	QR Coding/Barcoding/Adhoc conditions QR Code/barcoding integrated with licensee information, violations history and adhoc parameters set by the agency. QR Code also integrate with Enforcement module to initiate inspection/data as defined. Ability to customize fields on printed license to define conditions.	P			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.18	GIS Mapping Ability to create geo-mapping based on data in MLO. Examples of data output to include but not limited to licensee density, violation density, directional mapping.	P			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B3.19	Internal Inspection Workflow Ability to create adhoc and standard workflows during application process between licensing unit, field unit and supervisors.	P			Response to be provided in Phase II statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead

Phase III: My License One - Back Office License Administration and Operations

B4.1	<p>Back Office Licensing Support & Operations The Licensing Management system must provide optimal productivity and efficiency for the intake, processing, and completion of applications. Comprehensive and efficient workflows and standard components of licensure will enable the Licensing Unit to function as generalist, regardless of the license type. The system must accommodate licensing requirements for individual license types that are outside of the core standard licensing components.</p>	M			Response to be provided in Phase III statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B4.2	<p>Application Administration Workflows The Licensing Management System must support back office operations and workflows for receiving an application, application review, and application approvals.</p> <p>At minimum, the licensing management system must have:</p> <ul style="list-style-type: none"> - The ability to assign applications to worker caseloads. - The ability for supervisors to assign and modify caseloads. - Application queues that track application progression through various stages of the application review and approval process. - Ability to assign prioritization, rank application types and expedite processing for establishing the order of work. Example, emergency applications or applications under executive order or applications that are greater than a target complete by date appear first in order. - Dashboards or views that allow licensing clerks and supervisors to effectively manage caseloads and applications received. - Management reports or dashboards that provide supervisors with a snap-shot view of caseloads by application status, timeliness of processing applications, and other operational information for prioritizing or workload distribution. In addition, reporting of user transactions as defined by the agency. 	M			Response to be provided in Phase III statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B4.3	<p>Licensing Notifications The system must be able to provide the ability to create, schedule, and send notifications and alerts to the Licensees and Licensed Businesses with information about existing licensing periods, renewals, and changes in licensing requirements. i.e.; a text and an email containing the same message.</p> <p>Communication Method:</p> <ul style="list-style-type: none"> - The ability to send more than one notification using more than one notification type to each recipient. - ability to configure who the sender is on email notifications The system must have the ability to send notifications to: <ul style="list-style-type: none"> - an individual licensed entity; - a set of licensees in specific license type; - a category of license type such as Health or Technical licenses; and/or - the licensee population as whole. (all license types). <p>Notifications and Scheduling: Notification types include E-mail, Encrypted E-mail, Postal Letter</p> <ul style="list-style-type: none"> - User profiles that allow notifications by type - Notifications may be sent unscheduled, on-demand to individuals or groups (i.e. Needed items for licensure, updates regarding changes in requirements, etc.) - Notifications may be sent on schedule to individuals or groups (i.e. 60 and 15 day renewal notifications, notification of expiration, etc.) - All notifications sent must be under the State of NH OPLC brand - Attachments must be allowed in notification - No Reply to options - Notification Encryption 	M			Response to be provided in Phase III statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead

B4.4	<p>Fiscal Services The system must provide a Fiscal Services module that allows role-based membership with the ability review and manage payment information. The module must meet all regulatory requirements for secure and protected payment processing. The module must also be able to interface with required third party systems to allow productive and efficient payment processing, reconciliation, and reporting. Fiscal services supported include but are not limited to:</p> <ul style="list-style-type: none"> - Secure online payment screens for entering payment information by licensing entities, - Interfaces for the receipt of third-party payment authorizations, - Interfaces for receiving or submission of transaction files that support the settlement of payments, - Payment Management of Fees & Fines (Receive, modify, cancel, reimburse, charge backs), - Comprehensive Reporting – Financial reports as identified, - Ability to handle NSF checks if returned, - Ability for these fiscal items to hit different general ledger accounts based on transaction type. 	M			Response to be provided in Phase III statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B4.5	<p>Payment Types Accepted: The system must be able to accept the following payment types, which may vary between Agency Enterprise Partners:</p> <ul style="list-style-type: none"> - Credit Card Payments: MasterCard, Visa, Discover Card, AMEX, - Debit Card: Master Card/Visa, - E-checks, - Checks and Cash at HQ - Other types as defined by Agency Enterprise Partners, <p>Payment type should be interfaced to Agency with payment.</p>	M			Response to be provided in Phase III statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B2.8	<p>Online License Lookup Portal An online portal or utility is required to allow the Licensee, Licensed Business, the public and other stakeholders to search information about a licensee or licensed business. At a minimum the License Look-up results must provide, name, licensed profession, education and specialties for the profession, licensing status, licensing period, inspection reports and any disciplinary actions.</p>	M	Yes	Standard	The system will allow the public and other stakeholders to search for information regarding licenses and licensees via the Public Lookup Portal. This requirement will be met in Phase 3 of the project.
B1.6	<p>System Interfaces & Information Exchange Develop and support interfaces with third party applications, as defined by individual Enterprise Agency Partners, that are essential to the business of licensure, enforcement and inspection.</p> <p>Examples of third party interfaces for information exchange may include but are not limited to:</p> <ul style="list-style-type: none"> - Financial Systems and Third Party Payment Processors, - Continuing Education Units Broker Services, - Criminal Background Checks & Fingerprinting Providers, - Examinations and Certifications, - Interstate Compacts, - Government and Partner Information Exchanges (see Additional Partner Requirements worksheet for NHLC) 	M	Yes	Standard	Third party application interfacing will be supported as per the information provided in the Scope of Work document's section Approach to Tasks. This requirement will be met in Phase 3 of the project.
B2.12	<p>E-mails & System Generated Notifications Ability to create automated, scheduled emails or other forms of notification to specific licensees and/or groups. Ability to send emails or notification to adhoc groups or individuals (renewals and industry circulars). Ability to create email and notification templates. Including an App that provides a history or inventory of notifications sent. Notification of failed mail attempts with an exception report and/or automatic update in the system.</p>	M	Yes	Standard	Automated and scheduled notifications can be sent to users as required by the State. Such notifications can be configured per the State's requirements. This requirement will be met in Phase 3 of the project.

Data and Standard Reporting

B5.1	<p>Reports A menu offering of reports must be available as an Enterprise Solution. Ability to download data from databases in to Excel or CSV format. Reporting categories include but not limited to:</p> <ul style="list-style-type: none"> - Operational Reports – Example: Case Details, Applications Received detail, Applications Completed detail, etc. - Management Reports – Example: Time period summary reports, Case Count Summary, Applications Received Summary, Applications Completed Summary, etc. - Data-Statistical Reports – Example: Demographic, Trends, Impact of an Event, etc. - Financial Reports - Example: Report of Collections - List of fees and money collected, Report of Payments by Type and date, Report of open restitution, etc. <p>The vendor must provide a comprehensive solution for producing and delivering reports.</p> <p>The Vendor acknowledges reporting needs may vary between Enterprise Agency Partners and that one solution may not fit all.</p>	M			Response to be provided in Phase III statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B5.2	<p>Data Access and Ownership The vendor must provide viable methods of data sharing and use outside of the Enterprise Solution. The vendor must recognize and support independent Agency Data Ownership so that there are no barriers to information. Depending on the Enterprise Agency Partner's ability and needs, each agency must have full and easy access to its data. Data may be provided by request to the vendor, data warehousing, access to cloud resources, and/or scheduled release of extracts.</p>	M			Response to be provided in Phase III statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
B5.3	<p>Data Sharing The Vendor must recognize the State's requirements and support requests for data sharing with partner agencies, governments, and organizations. Data sharing may be required by State statute or rule; Memorandums of Understanding; Right to Know; and/or agency contracts.</p>	M			Response to be provided in Phase III statement of work - this document will be updated for requirement acknowledgement with change order- RRH, OPLC IT Lead
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	MyLicense makes data available for secure access by SoNH and its integration partners through native REST APIs that transmit JSON messages to authorized callers. This secure integration method is the current de facto industry standard for real-time data access.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	Without exception, transactional data within MyLicense belongs to the State. The format of this data is not proprietary, and is easily parsed by openly-available parsing tools.
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	MyLicense is an inherently web-based SaaS platform that conforms to all contemporary W3C standards.
APPLICATION SECURITY					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	All client applications within or integrated with the MyLicense Platform must be securely identified with appropriate Client IDs and secrets supplied to the master MyLicense site configuration. Each application must be explicitly granted API scopes that enable access to select data in granulated domains.

A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	Both internal and external users within MyLicense must create secure credentials to ensure proper authentication. Internal users are granted authorization based on MyLicense role schemas applied to their user profile.
A2.3	Enforce unique user names.	M	Yes	Standard	All user names within MyLicense must be unique. Standard authentication practices in MyLicense use email address as the identifier, which is inherently unique.
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	Password length and complexity within MyLicense can be tailored in accordance with DoIT's statewide policy.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	Password length and complexity within MyLicense can be tailored in accordance with DoIT's statewide policy.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	Passwords are natively encrypted in transit and at rest within Azure B2C, the authentication platform used to support MyLicense.
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	MyLicense allows DoIT to set password expiration policies in accordance with State policy.
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	Role-based security within MyLicense allows authorized DoIT administrators to control the list of users authorized to perform administrative functions, including the granting or alteration of authorizations.
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	MyLicense's authentication schema inherently supports the setting of configurable session timeouts during periods of user inactivity.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	MyLicense separates authentication logic from business logic. Credentials are stored within the identity provider for the system and are never stored within code.
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	Azure B2C, the authentication platform supporting MyLicense, natively logs actions pertinent to authentication and authorization, including login attempts, logout, and permission-level changes.
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	In addition to authentication and authorization-level logging, MyLicense natively supports granular audit trail logging that tracks field-level changes. Information logged includes the change made, user who made the change, and date and time of the change. These logs are immutable and cannot be repudiated.
A2.13	All logs must be kept for (twelve (12) months). Financial information including fees, payments and NSF should be kept for at least 24 months.	M	Yes	Standard	Logs can be kept for an indefinite period, or for a period specified by NH DoIT (e.g., 12-24 months).
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	Users of all MyLicense components at all times have the option to immediately terminate their session. Logoffs completely invalidate the session.

A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	MyLicense is designed to support regulators in their missions, and is configurable to support many varieties of regulatory management. SA and its clients use MyLicense explicitly for the purpose of regulatory management, and not for ancillary purposes unrelated to this goal.
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	MyLicense data is encrypted at rest using FIPS 140-2 compliant algorithms.
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	The authorization schema within the MyLicense platform allows DoIT to tightly control which users can access which data, ensuring that sensitive data and PII is kept out of the hands of unauthorized individuals and programs.
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	The MyLicense Software Development Life Cycle (SDLC) embeds security scanning and testing into the QA process. Each release is scanned for potential vulnerabilities, and identified vulnerabilities are addressed as part of routine development practices. Early detection ensures that critical vulnerabilities are not released in Production, and that our clients' security posture is never downgraded by a new release.
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard	The SA development team uses Git, Bitbucket, and other industry standard change management tools to ensure that all software changes are properly committed, reviewed, merged, and documented. Software documentation is also with each feature release and bug fix, ensuring traceability for each change.
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Yes	Standard	MyLicense natively exposes REST APIs to allow consumers of MyLicense data to securely access it in an industry-standard format in real time. Both State-internal and external stakeholders can securely register to access these APIs at the discretion of SoNH agencies whose data resides within MyLicense.

TESTING REQUIREMENTS

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments

APPLICATION SECURITY TESTING

T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's website and its related Data assets.	M	Yes	Standard	The MyLicense Software goes through rigorous testing when enhancements are performed to application functions. In addition, from a project rollout and implementation plan, customers go through several rounds of user acceptance testing to ensure the software is functioning as expected prior to go-live.
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T1.2	The vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	The MyLicense Software goes through annual security testing and assessments in accordance with the NIST 800-53 standard. The documentation from these tests are completed and focus on the policies and technical procedures in place with MyLicense to ensure security of operations.
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	Standard	MyLicense leverages several types of different authentication services to prove the identification of users that are logging or attempting to log into the system. A recent update to the system architecture is the implementation and support of Microsoft B2C authentication services for our online portal. This service ensures that our software leverages the FedRAMP certified Microsoft services to ensure authentication prior to authorizing a user to view or perform actions within the system.
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	Standard	Customers are able to configure different access control into the MyLicense software based on the defined user roles and permissions that make sense for your organization. Administrators are able to define the roles, determine what modules and system level access they should have, and then determine what data they should be able to see after being granted that role assignment.
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard	MyLicense only sends data through SSL and encrypted channels when communicating data within it's own services or within communications with external integrations. The encryption of the data in transit prevents unauthorized interception from entities. Data that is stored at rest is always stored within encrypted devices to ensure security of the information and prevent unauthorized use of the data at rest.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Standard	Yes, MyLicense leverages several monitoring tools to detect unauthorized login attempts. These unauthorized login attempts can be blocked by IP address to ensure that continued attempts are stopped.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	Standard	Yes, MyLicense can be configured to have a screen on the login page that requires a user to acknowledge a standard use agreement when accessing government services.
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	MyLicense Administrators have control to grant or remove access to users that have been granted access within your organization. This is done through the admin utilities that allow your staff to quickly access usernames and their roles and make modifications as necessary.

T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard	MyLicense supports the granting of access to specific users to a given role defined within the system configuration. Administrators are able to create these role definitions as well as update privileges to what makes sense for the specific Agency needs.
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Standard	Access to the system is logged in the login audits or through the Microsoft B2C services in order to determine patterns for login activities. Once a user is authenticated, MyLicense is tracking and auditing actions that are taken on records in order to ensure history tracking of fields that have been modified or events that have occurred to prevent malicious use of the software.
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	The automated testing team leverages Katalon to perform automated and regression testing on the application components. These automated tests check for cross site scripting and SQL injection attacks to ensure that open text entries are not vulnerable for security flaws.
T1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	Yes	Standard	As a part of the SDLC, the SA Team leverages OWASP ZAP to test for possible web vulnerabilities in the web applications in order to resolve the severe findings prior to release of any updates to the product suites.
T1.13	Provide the State with validation of 3rd party security reviews -performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard	System Automation leverages a third party company to perform application security, vulnerability, and assessments in relation to the NIST 800-53 standard. Code is reviewed by multiple reviewers prior to being merged with the main branch and standards are documented with team members as well as automated linting and scanning tools used to ensure compliance. The results of this assessment can be provided as a part of hte project to review and ensure compliance with security standards.
T1.14	Prior to the System being moved into production, the vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	Team SA will make appropriate documentation available to the customer team for review prior to go-live. This documentation will be specific to the project and combined with our MyLicense software documentation for ongoing security testing and compliance.
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	The implementation team follows a checklist style procedure when migrating changes from Test into Production. When migrating changes, all of the configuration elements are documented that need to be made in Production and reviewed through several iterations of UAT as well as several milestone builds for software enhancements that are tested prior to go-live.
STANDARD TESTING					

T2.1	The vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Standard	MyLicense is tested using a standard test plan in line with industry standards, including test cases and scenarios covering typical system use cases. This standard plan will be adapted for each implementation with DoIT, and will be approved by DoIT and other participating SoNH agencies prior to its use in a project.
T2.2	The vendor must perform application stress testing and tuning.	M	Yes	Standard	SA employs automated performance/stress testing scripts on code prior to its deployment.
T2.3	The vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	Within the test plan, SA will provide a documented procedure for synchronizing Production with Test to ensure that configuration changes are deployed from Test into Production smoothly.
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	SA leverages Azure Cloud service provider infrastructure to support disaster recovery
T2.5	Must test the Fees and payments (test each fee type and payment type) to D365 including an NSF.	M	Yes	Standard	During User Acceptance Testing, SA will work with DoIT and participating agencies to ensure that payments flow fully from MyLicense to SoNH payment and reconciliation systems.

HOSTING-CLOUD REQUIREMENTS

State Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
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OPERATIONS

H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes	Standard	SA uses Azure CSP as services with an SLA uptime of 99.9+%
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	Infrastructure patching is handled by Azure CSP
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard	
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	
H1.8	The vendor shall monitor physical hardware.	M	Yes	Standard	SA monitors SA owned hardware including employee endpoints: SA uses Azure Cloud services for hosting and Azure handles the monitoring of such physical devices.

H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	Standard	SA will make all required remote access to the state via web enabled configuration utilities.
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire Office of the Attorney General.	M	Yes	Standard	
DISASTER RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	SA leverages Azure Cloud service provider infrastructure to support disaster recovery
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	Backup data will be maintained in Azure Cloud environment within SA's VPC
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	
HOSTING SECURITY					
H3.1	The vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	SA uses Azure Cloud infrastructure for its services. Third party audits are done within the SA environment to ensure that enough controls are in place for data and system protection.
H3.5	The vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard	
H3.6	The vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the vendor's hosting infrastructure and/or the application upon request.	M	Yes	Standard	
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard	

H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard	
H3.9	The vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	
H3.10	The vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	
SERVICE LEVEL AGREEMENT					
H4.1	The vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	Our proposal includes provision for annual hosting, maintenance, support, and application administration that span the entire life of the contract, to include extensions.
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	SA will incorporate the System Automation MyLicense Cloud® Service Agreement (attached with this response) into the contract, ensuring that maintenance is performed in accordance with SLA and, therefore, the contract.
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the specifications, terms, and requirements of the Contract.	M	Yes	Standard	SA will provide maintenance services to repair software- or hardware-related issues that affect the system's ability to meet the specifications, terms and requirements of this contract.
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	SA leverages the Azure Gov Cloud FedRAMP-certified environment as its CSP hosting provider. Microsoft applies critical patches in accordance with FedRAMP requirements.
H4.5	The State shall have unlimited access, via phone or e-mail, to the vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard	Per the MyLicense Cloud® Service Level Agreement, SA will meet these requested service levels.
H4.6	The vendor shall conform to the specific deficiency class as described: o 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. o 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. o 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.	M	Yes	Standard	SA will provide support in accordance with the MyLicense Cloud® Service Level Agreement. This document provides alternate but similar criteria for prioritizing deficiencies, and will govern operations with DoIT's consent.
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the vendor of such Deficiencies during regular business hours and the vendor shall respond back within four (4) hours of notification of planned corrective action; The vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M	Yes	Standard	SA will provide support in accordance with the MyLicense Cloud® Service Level Agreement. This document provides alternate but similar criteria for prioritizing deficiencies, and will govern operations with DoIT's consent.

H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	Hosting environment uptime will be in accordance with the service levels specified in the MyLicense Cloud® Service Level Agreement.
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	SA will comply with this requirement. Scheduled maintenance practices are described in further detail in the MyLicense Cloud® Service Level Agreement.
H4.10	If The vendor is unable to meet the uptime requirement, The vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M			SA included in its proposal the MyLicense Cloud SLA, which contains details regarding how service credit calculations are performed.
H4.11	The vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M			Any configuration changes requested by the State will be documented in SA's support desk portal. Upon completion of a change in the Test environment, SA will solicit acceptance of the change from the State before promoting the change to Production. In the event of a critical outage, SA will track the issue in a ticket and determine the root cause of the critical outage for review with the State.
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	Critical outages will be defined in accordance with Priority Level 1 (C-1) Incidents as defined in the MyLicense Cloud® Service Level Agreement. This definition is similar to the definition used in this requirement.
H4.13	The vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	SA issue tracking practices and reporting requirements are defined in the MyLicense Cloud® Service Level Agreement.
H4.14	The vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with information regarding the upgrades and changes.	M	Yes	Standard	SA provides more than two days advanced notice before updates or changes are promoted into Production. Software changes are deployed every two weeks, and release notes are provided that explain the features being released, how to take advantage of them, etc.

SUPPORT & MAINTENANCE REQUIREMENTS

State Requirements Vendor

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
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SUPPORT & MAINTENANCE REQUIREMENTS

S1.1	The vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	Our proposal includes provision for annual hosting, maintenance, support, and application administration that span the entire life of the contract, to include extensions.
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S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	Yes	Standard	SA will incorporate the System Automation MyLicense Cloud® Service Agreement (attached with this response) into the contract, ensuring that maintenance is performed in accordance with SLA and, therefore, the contract.
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	SA will provide ongoing maintenance (i.e., software fixes) in accordance with the specifications of the contract, pursuant to the criticality of the reported issue.
S1.4	The State shall have unlimited access, via phone or e-mail, to the vendor technical support staff between the hours of 8:30 am to 5:00 pm-Monday through Friday EST.	M	Yes	Standard	Per the MyLicense Cloud® Service Level Agreement, SA will meet these requested service levels.
S1.5	The vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: o 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. o 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. o 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.	M	Yes	Standard	SA will provide support in accordance with the MyLicense Cloud® Service Level Agreement. This document provides alternate but similar criteria for prioritizing deficiencies, and will govern operations with DoIT's consent.
S1.6	The vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	MyLicense Platform releases are performed biweekly. Releases are immediately available to all clients, requiring no additional effort to deploy new versions on the DoIT side. This includes the documentation associated with each biweekly release, as well as general user and training manuals.
S1.7	For all maintenance Services calls, the vendor 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; and 8) Issue identified by.	P	Yes	Standard	SA relies on the State to provide the nature of any deficiency it is reporting to SA via our support desk portal. SA will ensure that the status of reported tickets are kept up-to-date, including the resolution of the reported incident.
S1.8	The vendor 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; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Standard	SA will collaborate with the State if the State identifies any recurring or large-scale system failures. SA will provide root cause analyses for any such large-scale system failures.

S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.	M	Yes	Standard	SA will provide support in accordance with the MyLicense Cloud® Service Level Agreement. This document provides alternate but similar criteria for prioritizing deficiencies, and will govern operations with DoIT's consent.
S1.10	The vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	Critical outages will be defined in accordance with Priority Level 1 (C-1) Incidents as defined in the MyLicense Cloud® Service Level Agreement. This definition is similar to the definition used in this requirement.
S1.12	The vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	SA issue tracking practices and approach to reporting are defined in the MyLicense Cloud® Service Level Agreement. By default, SA's issue tracking system records the information requested by DoIT, and can be reported quarterly.
S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	SA will comply with this requirement. Scheduled maintenance practices are described in further detail in the MyLicense Cloud® Service Level Agreement.
S1.14	The vendor shall give two-business days prior notification to the State Project Manager of all changes and/or updates and provide the State with information regarding the upgrades and changes.	M	Yes	Standard	SA provides more than two days advanced notice before updates or changes are promoted into Production. Software changes are deployed every two weeks, and release notes are provided that explain the features being released, how to take advantage of them, etc.
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard	DoIT will continue to retain its existing access to the SA Secure FTP (SFTP) site throughout the life of the contract.
PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	As part of every project, SA prepares a project kickoff meeting involving key project stakeholders to provide an overview of the project and convey important project information to attendees.

P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies; and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard	This requirement reflects standard operating procedure for SA projects. We will adhere to the requirement.
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	SA's standard project management practices include the provision of detailed bi-weekly project status reports that contain current project tasks, progress against baselines, action items, and risks. We will also provide an overview of the deliverables that have been completed and which remain to track the overall financial health of the project.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation, as specified by agency partners.	M	Yes	Standard	For each project, SA creates and maintains a project collaboration site containing the documentation and correspondence referenced in this requirement. SA will therefore adhere to this requirement.

B1.6	<p>System Interfaces & Information Exchange Develop and support interfaces with third party applications, as defined by individual Enterprise Agency Partners, that are essential to the business of licensure, enforcement and inspection.</p> <p>Examples of third party interfaces for information exchange may include but are not limited to:</p> <ul style="list-style-type: none"> - Financial Systems and Third Party Payment Processors - Continuing Education Units Broker Services - Criminal Background Checks & Fingerprinting Providers - Examinations and Certifications - Interstate Compacts - Government and Partner Information Exchanges <p>NHLC Requirements:</p> <ul style="list-style-type: none"> - NH Liquor Commission (NHLC) Enforcement and Licensing division. (i.e.D365 application & NHLC B2B/B2C Website, Blue Horseshoe and Evenica.) - Single point of SA System entry and automatic submission of data to a single Integrated database for storing all documentation which will enable data to be accessed through the appropriate SA module(s). <p>NHLC Mapper is slated to close down in February 2023 and be replaced with D365 becoming the NHLC's book or record. Because of this, a data bridge</p>				
B2.6	<p>Continuing Education Units Tracking (CE Broker Interface, NHLC training portal & Licensee Updates) A licensee may choose or an Enterprise Agency may require that all or some licensees use a continuing education broker for tracking and reporting required educational credits for licensure. The system must be able to interface with a Broker for the purpose of collecting required Continuing Education Credits for licensure. NHLC Requirement: Tracking/flagging/automatic notification of training requirements and tracking of Initiated training by the licensee. Integration with</p>				
B2.10	<p>Online Complaints An online portal, web page, form template that allows the public to file a complaint or report allegations of non-compliance of licensure. On submission the report is sent directly to the responsible enterprise agency's Enforcement Unit for response or investigation. The submitter has the option to "Be" or "Not to be notified" that report is received by the Enforcement Bureau. NHLC Requirement: Integrated with Investigation module/Inspection module for automatic notification.</p>				
B3.13	<p>NHLC Requirement: NHLC Online Enforcement Restitution Payment Templates - allow the entry and tracking of restitution payments by Enforcement. These payments are mandated by the court, ordering an offender to make restitution. Depending on the dollar amount, these payments can be paid as a one time (In Full) entry or made in monthly installments until paid in full. These payments are currently paid in check form and processed through a general ledger account. In addition to the ability to enter/process the payments, Example of data required:</p> <ol style="list-style-type: none"> 2) Payment Date 3) Amount Paid 4) Payment Schedule Due Dates (if applicable) 5) Outstanding Balance 6) Overdue Payment Status indicator (Y/N) 				
B3.23	<p>NHLC Requirement: Creation of a module containing a library of all specified/required NHLC Enforcement and Licensing templates called: "Form/Report Templates". Form/Report templates must be enabled to be filled in or editable online. Forms should be upload/download capable to allow storage and recall within the case file(s). After clicking on "Forms/Reports Templates" option on the UI, a drop down should display with pre-defined templates for user to select the applicable form</p>				
B3.25	<p>Inspection & Investigation Mobile Device Required for "in the field" documentation and database access. Mobile device should enable Enforcement the same access to view and update licensee data as if in the office. This includes:</p> <ol style="list-style-type: none"> 1) Access to all Licensee/Broker Information 2) Documentation of reason for visit 3) Upload capabilities of Investigations, Evidence, Forms, Images, Video, etc. 4) Historical data for violations, inspections, purchase history, acquisition date of license, Licensee Training Information, etc. 5) Mobile device capabilities should equal that of the desk/lap top computer capabilities with regard to access to data repository/module(s), submission via device of any/all documentation. 6) Execution of all functionalities should be seamless to the user whether remotely in the field or in the office. 				
B3.32	<p>NHLC Requirement: A user customizable dashboard is required to display the following:</p> <ol style="list-style-type: none"> 1. Cases not assigned for investigation. 2. Case follow-up. 3. Aging case report listed by age range, days, weeks, months, years. 4. Assigned cases - Open cases by Investigator and current status. 5. Pending cases assignment activity with follow-up alerts (i.e.; Overdue, case assignment, and task assignment). 				
B3.27	<p>NHLC Requirement: Ability to print off a copy of the incident report(s) whether a full report or a redacted version.</p>				
B3.29	<p>NHLC Requirement: Automation of duties that are currently inadequate, antiquated, manually intensive or non-user friendly.</p>				
B3.30	<p>NHLC Requirement: Must fully comply with FBI CJIS Security Policy V 5.6 or most recent policy at http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view.</p>				
B3.31	<p>Must be NIBRS compliant and include at a minimum all NIBRS required fields, codes and rules per most recent National Incident-Based Reporting System User Manual Version available at: https://ucr.fbi.gov/nibrs/nibrs-user-manual/view.</p>				
B3.24	<p>NHLC Requirement: Create an interface to all external systems/tools/databases used in performing the job duties of Enforcement. This includes:</p> <ul style="list-style-type: none"> o NH State Licensing Database (MLO/MLO 1) o D365 o NHLC B2B & B2C website o J-One Justice Information Bureau o Any additional data repositories or law enforcement applications 				

BS.4	<p>Surveys Ability for agency to create online surveys. Survey extracts for analysis/reports.</p>	M	Yes	Standard	<p>surveys can be configured per the State's needs, with the ability to automate such forms. Please note that while the product can support this requirement, configuring online surveys was not scoped into the Phase 1 implementation project. If the State would like to modify</p>
T2.5	<p>NHLC Requirement: Must test the MLO One data load to D365. A data load currently exists from MLO to Mapper. With Mapper closing down once D365 is in production, this same data load must now be processed through D365.</p>	M			

ACTIVITY//DELIVERABLES//MILESTONES PRICING WORKSHEET				
ACTIVITY, DELIVERABLE, OR MILESTONE		DELIVERABLE TYPE	PROJECTED DELIVERY DATE	MILESTONE PAYMENT
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Work Plan	Written		
3	Project Status Reports	Written		
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
5	Security Plan	Written		
6	Communications and Change Management Plan	Written		
7	Software Configuration Plan	Written		
8	Systems Interface Plan and Design/Capability	Written		
9	Testing Plan	Written		
10	Data Conversion Plan and Design	Written		
11	Deployment Plan	Written		
12	Comprehensive Training Plan and Curriculum	Written		
13	End User Support Plan	Written		
14	Business Continuity Plan	Written		
15	Documentation of Operational Procedures	Written		
INSTALLATION				
16	Provide Software Licenses (if needed)	Written		
17	Provide Fully Tested Data Conversion Software	Software		
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
TESTING				
19	Conduct Integration Testing	Non-Software		
20	Conduct User Acceptance Testing	Non-Software		
21	Perform Production Tests	Non-Software		
22	Test In-Bound and Out-Bound Interfaces	Software		
23	Conduct System Performance (Load/Stress) Testing	Non-Software		
24	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software		
SYSTEM DEPLOYMENT				
25	Converted Data Loaded into Production Environment	Software		
26	Provide Tools for Backup and Recovery of all Applications and Data	Software		
27	Conduct Training	Non-Software		

28	Cutover to New Software	Non-Software		
29	Provide Documentation	Written		
30	Execute Security Plan	Non-Software		
OPERATIONS				
31	Ongoing Hosting Support	Non-Software		
32	Ongoing Support & Maintenance	Software		
33	Conduct Project Exit Meeting	Non-Software		
				TOTAL COST

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SYSTEM AUTOMATION CORPORATION is a District Of Columbia Profit Corporation registered to transact business in New Hampshire on May 14, 1996. 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: 250118

Certificate Number: 0005912057



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of December A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a horizontal line.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Moshe Rubin, hereby certify that:

1. I am a duly elected officer of System Automation Corporation
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on March 10, 2022, at which a quorum of the Directors were present and voting.

VOTED: That Charles Rubin, President, is duly authorized on behalf of System Automation Corporation to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 12/27/2022 Signature of Elected Officer: _____


Name: Moshe Rubin
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2022

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

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

PRODUCER Spero Insurance Agency 1866 Relisterstown Rd Baltimore MD 21208		CONTACT NAME: PHONE (A/C, No, Ext): (410) 602-7723 FAX (A/C, No): (410) 602-5247 E-MAIL ADDRESS: CERTS@SPEROINSURANCE.COM	
INSURED SYSTEM AUTOMATION CORPORATION 7110 SAMUEL MORSE DR STE 100 COLUMBIA MD 21046-3438		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Ins Co	NAIC # 38161
		INSURER B: The Standard Fire Insurance Company	19070
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2142700478 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZLP-61N20232	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>		BA7S050446	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP-7S055602	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A UB-7S051676	01/01/2023	01/01/2024	PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Information Technology 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 <i>Wade Spero</i>
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