MLC

New Hampshire Liquor Commission

50 Storrs Street
Concord, N.H. 03301
(603) 230-7015

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Joseph W. Mollica
Chairman

Nicole Brassard Jordan
Deputy Commissioner

Christopher T. Sununu
Governor

June 12, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission ("NHLC") to enter into a **sole source** contract with System Automation Corporation ("SA") (VC # 170313), Columbia, Maryland, to complete design, development, and deployment, of a new Records Management System ("RMS") for the NHLC's Division of Enforcement and Licensing in an amount not to exceed $1,236,556. This contract shall be effective upon Governor and Council approval through July 31, 2027. Funding: 100% Liquor Funds.

Funding is available in Fiscal Year 2023 and anticipated to be available in the operating budgets as follows, contingent upon the availability and continued appropriations of funds in future operating budgets.

Fiscal Year	Co.-Activity-Acctg. Unit-Class Code	Class Title	Amount
2023	02-77-77-770512-88800000-046-500465	Consultant Services	$24,585
2023	02-77-77-770512-78780000-046-500465	Consultant Services	$521,500
2024	02-77-77-770512-78780000-046-500465	Consultant Services	$281,571
2024	02-77-77-770512-78780000-038-500177	Technology - Software	$87,000
2025	02-77-77-770512-78780000-038-500177	Technology - Software	$104,400
2026	02-77-77-770512-78780000-038-500177	Technology - Software	$104,400
2027	02-77-77-770512-78780000-038-500177	Technology - Software	$104,400
2028	02-77-77-770512-78780000-038-500177	Technology - Software	$8,700

EXPLANATION

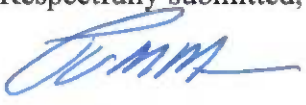
NHLC's Division of Enforcement and Licensing (the "Division") is responsible for, among other things, licensing individuals and businesses to engage in the distribution and sale of alcohol and tobacco products within the State of New Hampshire, and for enforcing the requirements of New Hampshire law with respect to those same individuals and businesses. In the exercise of its obligations to process license applications, the Division accepts and processes license applications, collects information about the prospective licensees, and assures the licensees' on-going compliance with the terms of each license. As part of its enforcement functions, the Division conducts regular checks for compliance, initiates investigations of licensees, collects and analyzes evidence, and prosecutes alleged offenders for violations of law. To fulfill the records management requirements of its various obligations, the Division has, since 2005, relied upon an IMC Software product provided by TriTech Software Systems pursuant to a series of contracts and extensions. The most recent extension occurred in 2018 and expires on December 31, 2023. The IMC Software product has reached the end of its useful. Accordingly, NHLC has sought a new RMS to replace the IMC Software.

In light of the above, NHLC had been investigating a new RMS product for more than a year. NHLC had declined to pursue a new RMS vendor until this time because it anticipated that the Division's needs for a new RMS would be addressed as part of the deployment of the MyLicense One platform provided by SA pursuant to a recently-approved contract between SA and the New Hampshire Department of Information Technology (DoIT contract #2023-014, approved by Governor and Council on January 18, 2023, Item #38). Upon an analysis of the terms of the final contract between SA and DoIT, however, the Division determined that the MyLicense One product addresses only a portion of the needs of the Division. More importantly, the portions of the MyLicense One platform that would be potentially useful to the Division are not expected to be deployed until late 2024 or beyond. Given the imminent end of the existing contract with TriTech, the end of TriTech's support for the IMC Software product, the end-of-life status of that product, the incomplete alignment of the MyLicense One product with the Division's needs, and the timeline for any potential solution from the present DoIT contract, it is necessary for the NHLC to expeditiously deploy and implement a new RMS platform through this agreement.

Following on the discussions between SA and DoIT related to the contract referenced above, NHLC engaged with SA to determine the feasibility of deploying a new RMS in a timely and efficient manner. A sole source contract with SA, based upon the information exchanged during and following those discussions, is appropriate because SA is already working on other licensing contracts with the State and is, therefore, familiar with the safety, cybersecurity, and other requirements of the State of New Hampshire. SA's specialization, technological advancement, and experience with the State of New Hampshire make this the right choice for the NHLC. Moreover, SA's experience will assure that NHLC will have the expertise needed to successfully upgrade and migrate its RMS with minimal time between the end of support for the existing system and the deployment of the new system. Furthermore, engaging SA will assure that the same vendor is responsible for developing software to fulfill other licensing requirements, as well as the RMS, which will help to assure a more effective integration of those products in the future, should such an integration prove appropriate and advisable.

Based on the foregoing, I am respectfully requesting approval of the contract with System Automation Corporation.

Respectfully submitted,



Joseph W. Mollica
Chairman

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 New Hampshire Liquor Commission		1.2 State Agency Address 50 Storrs St. 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 Phone Number (800) 839-4729	1.6 Account Unit and Class	1.7 Completion Date 7/31/2027	1.8 Price Limitation $1,236,556
1.9 Contracting Officer for State Agency Mark Armaganian, Director, Division of Enforcement and Licensing		1.10 State Agency Telephone Number (603) 271-3521	
1.11 Contractor Signature Date: 05/30/2023		1.12 Name and Title of Contractor Signatory Charles Rubin, President	
1.13 State Agency Signature Date: 6/15/2023		1.14 Name and Title of State Agency Signatory Joseph Mollica, Chairman	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 6/7/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 05/30/2023

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials

Date 05/30/2023

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials

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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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials 
Date 05/30/2023

EXHIBIT A - SPECIAL PROVISIONS

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

A.1 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.2 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.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and opportunity to cure, as provided herein, procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract. The Contractor's liability shall not exceed payments made to the Contractor under this agreement.

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

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, 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 satisfactorily provided through the date of termination and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

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

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

a. 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 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.5 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 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 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the

disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

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

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

12.3 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.7 The following Provisions are added to Form P37:

27. FORCE MAJEURE

27.1 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.

27.2 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.

28. 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.

28. 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.

29. GOVERNMENT APPROVALS

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

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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. INTRODUCTION

System Automation Corporation ("Contractor") hereby agrees to design and implement a Records Management System ("RMS") for the New Hampshire Liquor Commission's (the "NHLC" or the "State") Division of Enforcement and Licensing to replace the current system which is approaching its end-of-life and for which support is ending. Contractor shall implement the new RMS through its "evoke" platform as described in the Scope of Work Proposal included as part of Exhibit G to this Contract.

2. TERM OF CONTRACT

2.1. Term

This Agreement shall commence upon approval by the Governor and Executive Council and shall terminate on July 31, 2027. During this initial term, Contractor shall implement a new RMS within 12 months of contract approval, consistent with the specification in Exhibit G. Following implementation, Contractor shall provide on-going support and maintenance for the RMS through the remainder of the term of the Contract.

The initial contract term may be extended for two additional terms of two-years each, subject to the parties' written agreement. Any such extensions shall be contingent upon satisfactory performance and continued funding.

Upon expiration of the initial contract term or any extension to it, the Contractor must continue to provide all services pursuant to the then-in-force contract on a month-to-month basis for a period not to exceed four (4) months to enable the NHLC to identify a satisfactory replacement.

2.2. Amendment

Contractor and NHLC expressly acknowledge that the implementation of the RMS may, or may not, overlap with aspects of the MyLicense One product from Contractor, which is currently being developed for future deployment in New Hampshire pursuant to an existing contract between Contractor and the New Hampshire Department of Information Technology (DoIT contract #2023-014, approved by Governor and Council on January 18, 2023). Accordingly, Contractor and NHLC agree that this contract may, by mutual agreement, be terminated or amended to account for the MyLicense One product prior to the end of the specified term, or may be extended (subject to approval of Governor and Council, as required), following a future assessment of the requirements of the "evoke" RMS as compared with the requirements of the MyLicense One product.

3. DELIVERABLE REVIEW AND ACCEPTANCE

3.1. Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State 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.

3.2 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.

3.3 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.

3.4 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.

4. 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 be approved by the Liquor Commission (with input from the Department of Information Technology as necessary). 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 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.

5. 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.

6. 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 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.

6.1. The Contractor Key Project Staff

6.1.1. 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

6.1.2. 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.

6.1.3. 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.

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.

6.1.4. The Contractor's 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 evoke platform 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.

6.1.5. 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 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.

6.2. The State Key Project Staff

6.2.1. 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 for this contract is:

Danielle Ellston, Deputy Chief of Enforcement and Licensing
(603) 271-8336
Danielle.Ellston@liquor.nh.gov

6.2.2. The State Project Staff

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

Danielle Ellston, Deputy Chief of Enforcement and Licensing
(603) 271-8336

Danielle.Ellston@liquor.nh.gov

Michael Therrien, IT Manager for NH Liquor Commission, NH Department of Information Technology
(603) 230-7077
Michael.d.therrien@doit.nh.gov

Jeanne Behen, NH Department of Information Technology
(603) 230-7017
Jeanne.m.behen@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.

7. 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.

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.

8. ACCEPTANCE & TESTING SERVICES

The RMS will be iteratively configured and tested through configuration "sprints" as described in Exhibit G. Testing will be performed by State administrators and appropriate subject matter experts in coordination with the Contractor to ensure Liquor Commission 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 the "evoke" RMS 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, 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 the product 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 approved to go-live once they have been accepted and all Critical (Level 1) and High (Level 2) issues have been resolved.

9. MAINTENANCE, OPERATIONS AND SUPPORT

9.1. 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.

9.2. System Support

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

9.3. 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.

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.

9.4. Contract Warranties and Representations

9.4.1. System

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

9.4.2. 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.

9.4.3. 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.

9.4.4. Services

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

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

10. 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.

10.1. 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.

10.2. Security Incident Or Data Breach

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.

10.3. Breach Responsibilities

10.3.1. 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.

10.3.2. 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.

10.3.3. 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.

10.3.4. 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 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.

11. 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

12. 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.

13. TERMS AND DEFINTIONS

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

14. CONTRACTOR'S CERTIFICATES & OTHER ATTACHMENTS

Contractor's Scope of Work Proposal and Required Contractor Certificates are attached in Exhibit G.

Remainder of this page intentionally left blank.

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:

Danielle Ellston, Deputy Chief of Enforcement and Licensing
New Hampshire Liquor Commission
50 Storrs St.
Concord, NH 03301
(603) 271-8336
Danielle.Ellston@liquor.nh.gov

Invoices should be sent by email to the address above or, if mailed, delivered to the mailing address specified above.

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 (and included in Exhibit G):

Deliverable – Phase 1	Price
Project Plan and Platform Setup	$15,956
Requirements Analysis	$44,260
Configuration of Master Indexes, Modules, and Imports/Exports	
Sprint 1	$30,900
Sprint 2	$30,900
Sprint 3	$30,900
Sprint 4	$30,900
Sprint 5	$30,900
Sprint 6	$30,900
Sprint 7	$30,900
Sprint 8	$30,900
Sprint 9	$30,900
Sprint 10	$30,900
Data Migration – First Iteration	$43,150
Data Migration – Second Iteration	$43,150

Training	$10,440
User Acceptance Testing	$26,008
Deployment	$18,244
TOTAL – PHASE 1	$510,208
Deliverable – Phase 2	
Requirements Analysis	$26,556
Sprint 1	$30,900
Sprint 2	$30,900
Sprint 3	$21,950
Sprint 4	$30,900
Sprint 5	$30,900
Sprint 6	$30,900
Sprint 7	$30,900
Sprint 8	$30,900
Data Migration	$17,648
User Acceptance Testing	$15,392
Deployment	$10,652
TOTAL – PHASE 2	$317,448
Total	$827,656

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	RMS Subscription Fee, covering Licensing, Hosting, Maintenance, Support, and Application Administration	$8,700/mo.*

**** Onset of subscription fees occurs after the first three configuration sprints have been implemented, which corresponds to the planned implementation of the master indexes and the Calls for Service module. This is estimated to occur approximately 3 months after project start.***

10.5 Hosting Pricing

Included in subscription fees in Section 10.4.

10.6 Other Cost Pricing

Not applicable.

Remainder of this page intentionally left blank

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.

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,

a. 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 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 ALLOTED 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.

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 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.

7. 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	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. 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.
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.

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.

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.

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.
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: *Business/Technical Requirements and Deliverables* and/or the Scope of Work Proposal contained in Exhibit G. 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

1. ATTACHMENTS

- **a.** Contractor Scope of Work Proposal

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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System Automation
Enabling Responsive Government

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STATEMENT OF WORK

NEW HAMPSHIRE LIQUOR COMMISSION EVOKE RMS IMPLEMENTATION

Prepared for:
Danielle Ellston
Deputy Chief
New Hampshire Liquor Commission
50 Storrs St.
Concord, NH 03301

Date:
March 24, 2023

System Automation

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THANK YOU

FOR THE OPPORTUNITY

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Table of Contents

Introduction

System Automation (SA) is pleased to provide this Statement of Work to implement a Records Management System (RMS) for the New Hampshire Liquor Commission (NHLC). In 2022, NHLC approached SA with a challenge. The current RMS was going out of support, leaving NHLC in the position of having to rapidly find a new solution. The existing solution also posed the following key challenges for NHLC that it wanted to be addressed in the successor to its current RMS:

- The legacy RMS is only accessible from NHLC offices, requiring officers to travel to the office to enter inspection reports, incidents, offenses, and arrests based on notes taken manually in the field
- The legacy RMS has an antiquated UI, and is not flexible and adaptable to support new NHLC business needs, such as restitution tracking in the context of a case
- The legacy RMS is not interoperable with other NHLC systems such as the State's MyLicense® Enterprise Licensing System, making it difficult to establish new integrations with NHLC interface partners or modify existing integrations

Fortunately, NHLC was able to reach out to SA through our longstanding relationship supporting NHLC within the New Hampshire Department of Information Technology (DoIT) MyLicense Licensing Enterprise. In close discussion with NHLC leadership, SA has learned NHLC's needs for its RMS. Based on this understanding, we are confident that evoke™, SA's platform for government regulatory management, will address NHLC's needs.

This SaaS platform is the latest generation of technology produced by SA. Whereas many IT companies may provide custom development, general technology services, or generic one-size-fits-all solutions, SA uniquely offers a highly configurable and customizable platform, designed from the ground up to support regulatory processes, backed by deep subject matter expertise in every aspect of licensing and regulatory operations. We speak your language.

The SA Advantage

Only SA provides the licensing system that is the source of truth for NHLC's licensing and enforcement data. By partnering with SA to build its RMS in evoke, NHLC will be able to integrate its licensing data into its workflows in the new RMS, allowing agency users to get work done faster and more reliably.

Additionally, NHLC will benefit from SA's experience to guide NHLC in the best approach for integrating licensing data with other NHLC systems. This integration will help NHLC realize new efficiencies in its RMS that were previously out of reach.

For over twenty-five years, SA has built unrivaled expertise in the regulatory software market by delighting customers with best-in-class software offerings, which now includes evoke. This platform will allow SA to directly address NHLC's needs:

- evoke is available to authorized NHLC users from anywhere, allowing officers in the field to enter data immediately while onsite, optimizing staff time and eliminating duplicate effort
- evoke is built on the latest web technology, providing users with an attractive, easy-to-use experience that can be configured to address new business needs, even allowing NHLC to build new apps that integrate with existing apps in the new RMS deployed by SA
- evoke is interoperable from the ground up, allowing real-time API integrations with NHLC interface partners and simplifying the process of connecting with new integration partners, including SA's MyLicense Platform

Figure 1: evoke is a flexible platform built from the ground up to address use cases like the NHLC RMS

evoke represents the future of regulatory software; a highly reliable, scalable, and secure SaaS platform built specifically to solve the needs of efficient and effective government regulation. As an enterprise platform designed specifically for regulatory agencies, evoke infuses deep licensing, permitting, and enforcement experience built upon industry-standard low-code technologies to provide the best overall value to NHLC and rapidly address NHLC's needs.

This proposal describes the scope of work, implementation approach, project timeline, and pricing for an RMS implementation in evoke. The proposal divides the work into phases based on NHLC priorities and internal timelines to ensure that the work is done sustainably and addresses the most important needs first. We are excited to deliver a robust, scalable, and sustainable RMS solution to NHLC in evoke, as detailed in the following pages.

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Scope of Work

The objective of this engagement is to deliver value to NHLC and the constituents it serves as quickly as possible through the deployment of critical records management functionality. This SOW will be delivered over two discrete phases, focusing on delivering value early and continuously throughout. The following scope variables define the high-level activities for the project.

Scope

Description	Parameter
Software to be Implemented	evoke Platform
Project Plan and Ongoing Project Management	A project plan will be developed, reviewed, and approved by NHLC to track the implementation. Ongoing SA-performed project management will occur to ensure the implementation remains on track per the developed plan.
Platform Setup	Installation of an evoke platform instance where system modules and forms will be managed
PHASE 1	
Requirements Analysis	Duration: Five (5) Weeks Documentation of functional requirements for master index data as well as modules to be implemented in Phase 1.
Configure Master Index	Configuration of data structure and data entry forms for names (people), location (establishments), and property (evidence) records
Configure Modules	Configuration of critical module functionality to capture calls, incidents, arrests, and evidence
Configure Workflows	Configuration of up to 10 critical workflows, including approval of case records and narratives

Description	Parameter
Interfaces/Imports/Exports	Configuration of two exports: 1) Accounting system (for restitution payments) 2) NIBRS export Configuration of one interface: 1) Bar code scanning
Configuration of User Roles	Configuration of users and user roles for NHLC
Data Migration	2 iterations of data migration prior to UAT and an additional iteration at the beginning of UAT. Data to be migrated from IMC to the new RMS includes key data from people, property, and location records as well as call and case records. Narratives and attachments will not be migrated.
Reports	1 technical resource for 1 sprint is included for configuration of reports, and flexible reporting capabilities allow NHLC to configure additional reports.
User Acceptance Testing	Ten (10) workdays
Training	Four (4) workdays
Go Live	After the system is deployed into Production, the SA project team will provide direct post go-live support for ten (10) workdays. The project team will remain available to support the implementation after this period of support, using standard support processes, as described in Attachment 2.
PHASE 2	
Requirements Analysis	Duration: Four (4) Weeks Documentation of functional requirements for additional modules and functionality to be implemented in Phase 2.

Description	Parameter
Configure Modules	Configuration of 3 additional modules: Personnel, Internal Affairs, and Online Restitution Payment Processing
Configure Workflows	Configuration of up to 2 additional workflows per module
Interfaces/Imports/Exports	Configuration of three interfaces: 1) MLO facility license import of key data 2) Payment processor integration (for online restitution payments) 3) J-One law update
Data Migration	2 iterations of data migration of up to 15 fields of Personnel/Internal Affairs data prior to UAT and an additional iteration at the beginning of UAT.
Reports	1 technical resource for 1 sprint is included for configuration of additional reports
User Acceptance Testing	Five (5) workdays
Go Live	After the additional functionality is deployed into Production, the SA project team will provide direct post go-live support for five (5) workdays. The project team will remain available to support the implementation after this period of support, using standard support processes, as described in Attachment 2.

Implementation Approach

The attached draft project plan outlines the approximate order in which SA and NHLC will tackle the scope of the project. However, the approach to organizing these tasks is inherently flexible. SA has performed implementations using both waterfall and agile approaches to configuration. In our experience, one highly successful method of organizing teams consisting of both SA and client resources is to organize the work into two-week configuration sprints. Through this approach, which is explained in detail below, NHLC stakeholders will be able to visualize progress as it is made in the form of system configuration and associated demonstrations. The NHLC team can thus be confident that the configuration of the RMS will be a collaborative effort focused on NHLC's specific business processes.

Prior to the initiation of sprint configuration, there will be an overall sprint planning session where NHLC leadership will meet with the SA project team to review all the modules, pages, objects, and workflows to be configured. This will create a backlog of items to be configured and divided across the configuration sprints, which NHLC will prioritize according to business needs.

The team then plans upcoming work into two-week sprints, which are organized as shown in this diagram:

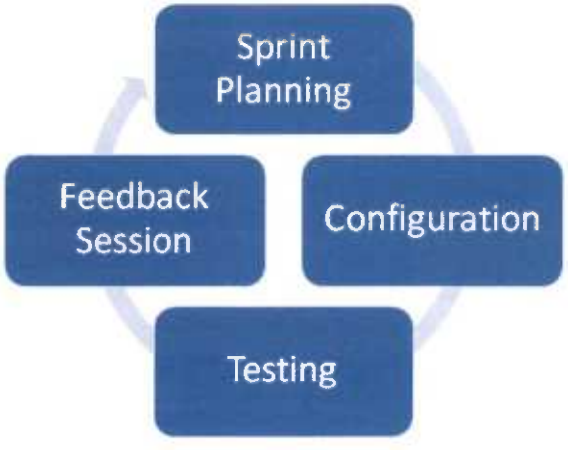

Figure 2: Sprint-based configuration lifecycle

Each sprint will start with a sprint planning session, where the NHLC team will meet with the SA Project Manager and implementation team to identify the scope of work that can be realistically accomplished in the coming two-week cycle. Each sprint, it is estimated that the SA team will be able to configure 5 objects (including 3 standard actions, 1 custom action, and 1 workflow for each) or a similar scope of work, depending on the phase of the project. The sprint planning session for each sprint will solidify the items to be configured in that sprint based on the backlog and priorities defined by NHLC.

Towards the end of the sprint, a working session will be held between SA, the NHLC administrators, and the appropriate subject matter experts to review the functionality and interfaces configured in the sprint so that NHLC can provide their feedback. In the subsequent sprint, the SA team will address the items identified from the working session, along with

configuring the fields and functionality planned for the next sprint. As such, all fields and functionality will go through two iterations of feedback sessions. Once each module receives acceptance from NHLC, it can be scheduled for migration to UAT.

Where testing identifies issues requiring SA configuration or development support, the SA project manager will record those items in the project issue tracking site for triage by the implementation team and potential review by the SA development team.

Each sprint ends with a sprint review session that allows the team to review progress, discuss and strategize around challenges, and adjust velocity. As the project team falls into a comfortable cadence and becomes confident in its velocity, workload can potentially increase in each sprint, accelerating the project progress and bringing in project timelines. Conversely, if the team finds in testing that configuration is not working as expected, the team can decelerate the next sprint to focus on quality.

One major advantage of this approach is that it allows for the iterative release of new functionality, which gives NHLC extensive experience in the product prior to final testing and deployment. This provides a smoother transition to a new system and, if necessary, allows the project phases to be adjusted if NHLC's existing system is no longer able to support critical business processes.

Our implementation approach combines extensive experience implementing regulatory systems with a collaborative approach to each client's specific deployment.

We have found that this approach will result in numerous benefits to NHLC:

- **Leadership** – Department management will have a highly experienced project manager leading the effort and supporting the organizational changes necessary to make the project successful.
- **Speed-to-Value** – SA will divide the implementation into phases to prioritize configuration to quickly bring value to NHLC.
- **Cost Reduction** – NHLC avoids paying for implementation services that they do not need, with the option to accelerate or add onto the implementation with additional configuration sprints.
- **Flexibility** – Through its extensive experience, SA has learned that, as SA and our clients learn about each other through an implementation, project priorities can shift. Our approach allows NHLC flexibility to reprioritize configuration as needed to meet its goals faster, even when those goals change.

We recommend this approach because we find it leads to faster progress, supports greater collaboration between the client and SA, and results in a system configured in close alignment to the client's individual needs. However, our project approaches are flexible enough to accommodate other ideas and techniques preferred by NHLC. We look forward to the opportunity to discuss this approach with NHLC stakeholders.

Project Management

SA understands that thoughtful, well-defined project management practices are a key factor in project success. As such, SA aligns its project management with industry best practices as defined by the Project Management Institute (PMI). By closely aligning with established best practices, SA controls schedule, scope, and cost, and achieves repeatable, reliable project success.

At the onset of the project, SA and NHLC management will meet to review project priorities, approach, resources, tools, and governance. For a time-sensitive implementation, it is especially critical for both the SA and NHLC project teams to be aligned on approach and priorities, and to view the project holistically. Through regular, ongoing communication, the SA Project Manager and NHLC management will maintain a focus on what matters most to NHLC and guide the team accordingly.

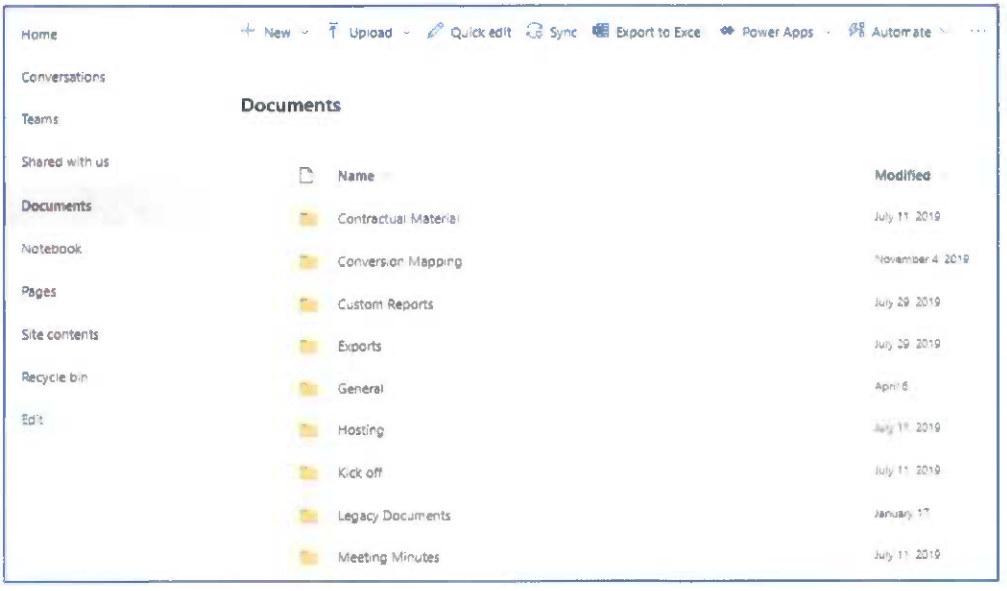

Figure 3: Illustrative example of SharePoint collaboration site.

Using appropriate project management tools, SA's implementation approach makes visible risks, quality, schedule, and scope. Our team uses several project management tools, including MS Project and a project SharePoint site for sharing and storing project data. The approved Project Plan will serve as the baseline from which project performance is measured. It will be continuously monitored to ensure successful completion of the project, on time and within budget.

The SA Advantage: Speed to Value

We've fine-tuned our implementation methodology for over decades, not just a few years. Our mature implementation approach will provide NHLC with a structured implementation designed to complete project configuration quickly without sacrificing quality.

During initial planning, we will also identify all key stakeholders and points of contact for each phase of the project. The resultant communication plan will be used throughout the project to ensure the appropriate stakeholders are engaged at the appropriate times. Together, the project and communication plans, along with weekly status reports and calls, will allow SA and NHLC to tightly control the project and provide visibility to project progress to key project stakeholders.

SA Project Manager oversight is integral to the project. Our project managers are accountable to you for the results of the project, and provide leadership, guidance, and organization from day one to go-live and beyond.

Approach to Tasks

The tables below provide a description of the specific tasks included with this statement of work. Please note that throughout this section, the term Agency and State are used interchangeably to represent the client organization.

Phase 1 Deliverables: Phase 1 includes initial platform deployment and configuration of master indexes (names, locations, and property). It also includes the most critical modules (service calls and case management), as well as the processing of restitution payments made by cash/check.

Deliverable 1 - Develop Project Plan	
SA Tasks / Description	SA's project management approach ensures visibility of tasks, risks, schedule, and scope, which are monitored in regular status meetings. SA will 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. It will be continuously monitored to ensure successful completion of the project, on time and within budget. In addition to the project plan, SA will provide ongoing Project Management, including: • Status meetings where the SA PM and NHLC PM review action items, issues, risk, and rolling forecast of activities/deliverables every two weeks • An online collaboration site between SA and NHLC. This resource will serve a repository for file sharing and access to project artifacts
HLC Tasks	This task requires the NHLC Project Manager (PM), and others that the NHLC PM deems required, to provide input in the process. It is expected that the NHLC PM will be heavily involved in the work plan development stage of this project. NHLC PM will work with the SA PM in managing and reviewing the bi-weekly status reports and meetings.
Deliverable Details	1.1 Detailed Project Plan

Deliverable 2 – Platform Setup	
SA Tasks / Description	After the project kicks off, SA will install the Test and Production sites, along with all components necessary to implement the RMS. SA will provision and configure all required infrastructure to support the RMS and work with NHLC to confirm they can access the Test and Production sites. Note that these sites will not contain any NHLC-specific configuration, as that work will be performed in future tasks.
NHLC Tasks	This task requires the NHLC Project Manager (PM) and other NHLC technical staff to verify access to the RMS site.
Deliverable Details	2.1 Perform Platform Setup

Deliverable 3 – Requirements Analysis	
SA Tasks / Description	SA will work with NHLC to gather required inputs to support the configuration of the RMS, such as: • Review of existing processes • Structure of pages, objects, and fields for master data index and modules to be configured • Discussion of functional requirements for data validation and workflows • Technical specifications for imports/exports/interfaces A requirements document containing the above will be compiled, reviewed, finalized, and accepted to initiate the buildout of the RMS.
NHLC Tasks	The NHLC PM is responsible for coordinating the NHLC resources to provide all required inputs in a timely manner to the SA team in support of the goal of an expedited implementation.
Deliverable Details	3.1 Requirements Analysis Document

Deliverable 4 – Configuration Sprints	

SA Tasks / Description	SA's implementation specialists will configure evoke in two-week configuration sprints to meet NHLC's documented business requirements. Iterations may include any back-office or online services configuration, including but not limited to the following:
	• Configuration of the Master indexes to include:
	  ○ Creation of the object and data structure for each type of record (facilities, persons, and property)
	  ○ Ability to create and update facility, persons, and property records
	  ○ Security rules controlling which user roles are able to view/edit/delete each field

	• Configuration of system modules to include:
	  o Creation of the objects and data structures for each module
	  o Ability to create and update records associated with each module
	  o Security rules controlling which user roles are able to access and update date in each module
	• Configuration of interfaces per the project scope variables table
	
	SA and NHLC will work together to prioritize configuration tasks at the start of each sprint. At the completion of each sprint, SA staff will work with NHLC administrators and business subject matter experts to review, revise, and validate the final configurations.
	
	Additional sprints may be ordered by NHLC off the value-added services list, should they be needed.

NHLC Tasks	This task requires that NHLC participate in the prioritization of the required configuration tasks. NHLC staff will also be responsible for coordinating with SA and internal staff to review and validate revisions to the configuration. NHLC administrators will be responsible for relaying any changes to the modules in the review phase to SA. This will ensure that NHLC remains apprised of all configuration tasks performed by SA to prepare the system for UAT.
Deliverable Details	4.1 Completion of two-week configuration sprints

Deliverable 5 – Data Conversion

	SA will work with NHLC to migrate key data from current production system(s) into the evoke RMS. This process will include the following steps: • Mapping – Joint task with NHLC and SA • Data Extraction & Formatting – NHLC Task • Conversion – SA Task • Review – Joint Task with NHLC and SA
SA Tasks / Description	This statement of work is based on two (2) iterations of initial data conversion prior to the User Acceptance Testing task. SA will provide the Agency with the data file formats for entity data to be loaded into the new system. The Agency is responsible for providing SA with data files matching the specified format. SA will load and convert the provided data files into the evoke RMS. After the load, SA will perform a cursory review of the data conversion by reviewing aggregate counts of data by entity type to ensure they match. This will help confirm that the data was moved properly.

	During the Agency review of the data conversion process, SA will work with the Agency and validate that records from the legacy system are converted properly into the new system and that the data has been transferred into the proper fields per the mapping document. During this process, it is critical that Agency personnel provide detailed information in a timely manner for any issues found including: a record identifier, the expected value, and the observed value.
NHLC Tasks	Agency staff will be required to contribute to the completion of the mapping document that identifies each field in legacy system by table, column name, data type, number of total records, and number of null values. NHLC is responsible for extracting its legacy data and providing the data files to SA in the format specified by the import format templates. After the data is loaded into the system, the Agency will be responsible for reviewing the data in the RMS. The Agency will be requested to provide electronic copies of screen shots from the legacy system for each of the records to be verified. After the data is loaded into the system, the Agency will be responsible for reviewing the converted data to ensure data was converted accurately. The Agency will promptly report any discrepancies in the data to SA for investigation.
Deliverable Details	5.1 Initial Data Conversion (Two rounds)

Deliverable 6 – User Acceptance Testing	
	SA will work with NHLC to perform controlled acceptance testing. In preparation for UAT, SA will perform another iteration of data conversion so that end users test against recent data that closely mirrors what they will see in Production. SA recommends that clients 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.
SA Tasks / Description	An SA Implementation Specialist will provide an outline of functional areas to test and will work with designated NHLC 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 the previous systems to the RMS. 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 as described above.
NHLC Tasks	NHLC is responsible for developing test cases that reflect agency business processes and for providing adequate testing facilities (testing room with desks and computers, access to the test system, projector, etc.), unless NHLC

	staff are performing UAT from their remote locations. The NHLC PM is responsible for assembling the acceptance test group and ensuring their dedication to the task. These NHLC-selected individuals will be responsible for completing the documented test cases. The NHLC PM will drive the process to complete testing in accordance with the project plan. The NHLC PM is responsible for notifying SA of any system deficiencies resulting from the testing process. SA expects that deficiencies will be reported at the time of discovery. After the receipt of system updates to correct the deficiencies, the NHLC 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.
Deliverable Details	6.1 User Acceptance Testing

Deliverable 7 – Super User and Administrator Training	
SA Tasks / Description	SA will provide up to four consecutive days of training to be aligned with NHLC's needs as determined during the configuration phase of the project. This training is intended to provide approximately 2 days of remote training to Super Users in and 2 days of remote training for Administrators. Super Users are business users who are highly versed in the system platform and can support colleagues in the same business unit. Administrators can change user access, troubleshoot user questions across the platform, and act as primary contacts with the SA support team. The training curriculum will be a combination of lecture, discussion, and hands-on system use. For the Super User portion of the training, SA utilizes the train-the-trainer approach, in which NHLC will identify a group of Super Users that will attend the training sessions and then provide training to the rest of the Agency end users.
NHLC Tasks	This phase requires the NHLC PM to ensure that training participants are available and prepared for training as detailed in the Training Plan. NHLC is responsible for providing facilities for the training; each training participant should be provided with a computer. Ideally, training classes should be limited to 5 participants but should never exceed more than 7 participants.
Deliverable Details	7.1 Delivery of the Training Plan 7.2 Super User and Administrator Training

Deliverable 8 – System Rollout and Operational Support	
	At the successful completion of training, the system will be prepared for production. At this point, there will be one final data migration process to promote the most current NHLC data to the new system. NHLC 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, NHLC will not be able to process information on the old system(s). If processing continues, manual entry of the information by NHLC members may be required.
SA Tasks / Description	After successful migration of data to the production system, SA will make the system available to all system users based on an agreed upon release schedule developed by SA and NHLC. After the Production system has been made available to users, the SA implementation specialist will remain available on the project for five business days to provide operational support and technical assistance to NHLC. The implementation support personnel can provide immediate feedback regarding any potential minor disruptions in service or software issues. This support will be provided through remote work.
NHLC Tasks	This phase involves the NHLC PM, IT Support Staff, and NHLC Users. Additionally, the PM and designated NHLC personnel will work directly with the SA Implementation Specialist to assist NHLC staff with the proper use of the system. As the transition to operational status of any system is an important event, this phase will require full-time support from both the PM and System Administrators of the system. The NHLC PM will be expected to sign-off on the task completion form.
Deliverable Details	8.1 Rollout of RMS System to NHLC users 8.2 Operational Support by the Implementation Team

Phase 2 Deliverables: Phase 2 includes three additional modules: Personnel, Internal Affairs, and the online processing of restitution payments. It also includes the additional interfaces as described in the project scope variables table.

Deliverable 9 – Requirements Analysis (Phase 2)	
SA Tasks / Description	SA will work with NHLC to gather required inputs to support the configuration of the RMS for the modules included in Phase 2 as noted in the Project Scope Variables table, such as: • Review of existing processes • Structure of pages, objects, and fields for additional modules to be configured • Discussion of functional requirements for data validation and workflows • Technical specifications for imports/exports/interfaces A requirements document containing the above will be compiled, reviewed, finalized, and accepted to initiate the build out of the RMS.
NHLC Tasks	The NHLC PM is responsible for coordinating the NHLC resources to provide all required inputs in a timely manner to the SA team in support of the goal of an expedited implementation.
Deliverable Details	9.1 Requirements Analysis Document (Phase 2)

Deliverable 10 – Configuration Sprints (Phase 2)	

SA Tasks / Description	SA's implementation specialists will configure the evoke Platform in two-week configuration sprints to meet NHLC's business requirements. Iterations may include any back-office or online services configuration, including but not limited to the following:
	• Configuration of additional system modules for Personnel, Internal Affairs, and Online Restitution Payment Processing, to include:
	  ○ Creation of the object and data structure for each module
	  ○ Ability to create and update records associated with each module
	  ○ Security rules controlling which user roles are able to access and update date in each module
	• Configuration of interfaces per the project scope variables table
	
	SA and NHLC will work together to prioritize configuration tasks at the start of each sprint. At the completion of each sprint, SA staff will work with NHLC administrators and business subject matter experts to review, revise, and validate the final configurations.

	Additional sprints may be ordered by NHLC off the value-added services list, should they be needed.
NHLC Tasks	This task requires that NHLC participate in the prioritization of the required configuration tasks. NHLC staff will also be responsible for coordinating with SA and internal staff to review and validate revisions to the configuration, and NHLC administrators will be responsible for relaying any changes to the modules in the review phase to SA. Doing so will ensure that NHLC remains apprised of all configuration tasks being performed by SA to get the system ready for UAT.
Deliverable Details	10.1 Completion of two-week configuration sprints

Deliverable 11 – Data Conversion (Phase 2)

	SA will work with NHLC to migrate critical Personnel data from current production system(s) to the RMS. This process will include the following steps: • Mapping – Joint task with NHLC and SA • Data Extraction & Formatting – NHLC Task • Conversion – NHLC task with SA support • Review – Joint Task with NHLC and SA This statement of work is based on two (2) iterations of up to 15 data fields from one source, and one conversion prior to the User Acceptance Testing task.
SA Tasks / Description	SA will provide the Agency with the data file formats for entity data to be loaded into the new system. The Agency is responsible for providing SA with data files matching the specified format. SA will load and convert the provided data files into the evoke RMS. After the load, SA will perform a cursory review, by reviewing aggregate counts of data by entity type to ensure they match, of the data conversion to confirm that the data was moved properly. During the Agency review of the data conversion process, SA will work with the Agency and validate that records from the legacy system are converted properly into the new system and that the data has been transferred into the proper fields per the mapping document. During this process, it is critical that Agency personnel provide detailed information in a timely manner for any issues found including: a record identifier, the expected value, and the observed value.
NHLC Tasks	Agency staff will be required to contribute to the completion of the mapping document that identifies each field in legacy system by table, column name,

	data type, number of total records, and number of null values. NHLC is responsible for extracting its legacy data and providing the data files to SA in the format specified by the import format templates. After the data is loaded into the system, the Agency will be responsible for reviewing the data in the RMS. The Agency will be requested to provide electronic copies of screen shots from the legacy system for each of the records to be verified. After the data is loaded into the system, the Agency will be responsible for reviewing the converted data to ensure data was converted accurately. The Agency will promptly report any discrepancies in the data to SA for investigation.
Deliverable Details	11.1 Data Conversion (Phase 2) (Two rounds)

Deliverable 12 – User Acceptance Testing (Phase 2)	
SA Tasks / Description	SA will work with NHLC to perform an abbreviated acceptance testing for Phase 2. In preparation for UAT, SA will perform another iteration of data conversion so that end users test against recent data that closely mirrors what they will see in Production. SA recommends that clients 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. An SA Implementation Specialist will provide an outline of functional areas to test and will work with designated NHLC 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 the previous systems to the RMS. 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 as described above.
NHLC Tasks	NHLC is responsible for developing test cases that reflect agency business processes and for providing adequate testing facilities (testing room with desks and computers, access to the test system, projector, etc.), unless NHLC staff are performing UAT from their remote locations. The NHLC PM is responsible for assembling the acceptance test group and ensuring their dedication to the task. The NHLC selected individuals will be responsible for completing the documented test cases. The NHLC PM will drive the process to complete testing in accordance with the project plan. The NHLC 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 NHLC 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.
Deliverable Details	12.1 User Acceptance Testing (Phase 2)

Deliverable 13 – System Rollout and Operational Support (Phase 2)	
SA Tasks / Description	At the successful completion of acceptance testing, the system will be prepared for production. At this point, there will be one final data migration process to promote the most current NHLC data to the new system. NHLC 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, NHLC will not be able to process information on the old system(s). If processing continues, manual entry of the information by NHLC members may be required. After successful migration of data to the production system, SA will make the system available to all system users based on an agreed upon release schedule developed by SA and NHLC. After the Production system has been made available to users, the SA implementation specialist will remain available on the project for five business days to provide operational support and technical assistance to NHLC. The implementation support personnel can provide immediate feedback regarding any potential minor disruptions in service or software issues. This support will be provided through remote work.
NHLC Tasks	This phase involves the NHLC PM, IT Support Staff, and NHLC Users. Additionally, the PM and designated NHLC personnel will work directly with the SA Implementation Specialist to assist NHLC staff with the proper use of the system. As the transition to operational status of any system is an important event, this phase will require full-time support from both the PM and System Administrators of the system. The NHLC PM will be expected to sign off on the task completion form.
Deliverable Details	13.1 Rollout of RMS System to NHLC users 13.2 Operational support by the Implementation Team

NHLC RMS Implementation Plan

The following section contains an illustrative draft project schedule for the NHLC's RMS Implementation. This schedule provides a bottom-up buildup of effort and duration to achieve the scope of work and bring NHLC's records management, case investigation, and evidence tracking functionality into the RMS.

Please note that this plan is illustrative and intended to serve as a starting point for project planning.

This plan assumes a **May 1, 2023** project start date.

Based on discussions with NHLC, the project phases are proposed as follows:

Phase 1:

- Master Indexes (Names, Locations, and Property)
- Service Call Module
- Evidence Tracking Module
- Case Management Module(s) (Arrests and Incidents)
- Back End Restitution Payments
- User role/Security
- NIBRS Reporting
- Data Migration for key data -- Phase 1 indexes/modules
- Initial report configuration

Phase 2:

- Personnel and Internal Affairs modules
- User-facing restitution payment processing module
- Mobile use cases for Calls for Service and Arrest/Incident modules
- MLO data import
- J-One data import
- Forms/Reports templates
- Additional report configuration
- Data migration for Personnel and Internal Affairs key data

Future Phases (not included in this SOW):

The following functionality is not included in the scope of this SOW. Should NHLC opt to implement any of this functionality, SA will produce a change request reflecting the additional effort for the configuration.

- Enforcement Inventory Module
- User customizable dashboards
- Additional interfaces, pending technical specifications and confirmation of scope: D365 interface, Evenica and Blue Horseshoe. Other interfaces pending further requirements review and confirmation of scope include JMS, RISS, and J-One complaints.

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Project Plan

WBS	Task Name	Duration	Start	Finish	Predecs	Resource Initials
1	**NH Liquor Enforcement Implementation**	**223 days**	**Mon 5/1/23**	**Wed 3/20/24**		
2	**Project Launch**	**14 days**	**Mon 5/1/23**	**Thu 5/18/23**	**1SS**	
3	**PHASE 1**					
4	**Requirements Gathering -- Phase 1**	**41 days**	**Thu 5/11/23**	**Mon 7/10/23**		
5	**Implementation -- Phase 1**	**111 days**	**Tue 7/11/23**	**Mon 12/18/23**	**22**	
5.1	Review Implementation Plan: Team roles, sprint planning/feedback, tenant management, issue tracking	1 day	Tue 7/11/23	Tue 7/11/23		SA PM,SA IS,SA PD,NH BU,NH PM
5.2	**Configuration Sprints: System Setup and Calls for Service**	**30 days**	**Wed 7/12/23**	**Tue 8/22/23**	**60**	
5.3	User Testing: Master Indexes, Calls for Service (Test/Resolve/Retest)	10 days	Wed 8/23/23	Wed 9/6/23	72	NH BU,SA Team
5.4	**Configuration Sprints: Property and Evidence / Arrests / Incidents**	**40 days**	**Wed 8/23/23**	**Thu 10/19/23**	**61**	
5.5	User Testing: Property and Evidence/Arrests (Test/Resolve/Retest)	10 days	Fri 10/20/23	Thu 11/2/23	94	NH BU,SA IS
5.6	**Configuration Sprints: Restitution Processing / NIBRS / Other**	**30 days**	**Fri 10/20/23**	**Mon 12/4/23**	**78**	
5.7	User Testing: Service Calls/Restitution Processing/NIBRS (Test/Resolve/Retest)	10 days	Tue 12/5/23	Mon 12/18/23	111	SA IS,NH BU
5.8	**Test and Deployment Planning**	**5 days**	**Tue 12/5/23**	**Mon 12/11/23**	**100**	
6	**Data Migration -- Phase 1**	**77 days**	**Wed 8/23/23**	**Wed 12/13/23**		
6.1	Develop Conversion (CNV) Tables	20 days	Wed 8/23/23	Wed 9/20/23	61	SA DBA,SA IS
6.2	Develop Data Extraction Scripts	5 days	Wed 9/20/23	Wed 9/27/23	123	NH DBA
6.3	Extract Data from Legacy Database into CNV Tables	1 day	Thu 9/28/23	Thu 9/28/23	124	NH DBA
6.4	Data Mapping	15 days	Thu 9/28/23	Fri 10/20/23	125	SA DBA,SA IS,NH SA,NH DBA
6.5	**Perform First Iteration of Data Migration**	**18 days**	**Mon 10/23/23**	**Wed 11/15/23**	**126**	
6.6	**Perform Second Iteration of Data Migration**	**18 days**	**Wed 11/15/23**	**Wed 12/13/23**		
6.7	*Accept Test Iterations of Data Conversion*	0 days	Wed 12/13/23	Wed 12/13/23	146	NH PM
7	**Training and UAT -- Phase 1**	**29 days**	**Thu 12/14/23**	**Fri 1/26/24**	**122**	
7.1	Training	5 days	Thu 12/14/23	Wed 12/20/23		
7.2	Perform Data Conversion for UAT	4 days	Thu 12/21/23	Wed 12/27/23	149	
7.3	Execute Acceptance Test	20 days	Thu 12/28/23	Fri 1/26/24	154	
8	**Deployment/Go-Live -- Phase 1**	**15 days**	**Mon 1/29/24**	**Fri 2/16/24**	**148**	
8.1	Migrate Configuration to Production Environment	1 day	Mon 1/29/24	Mon 1/29/24		NH BU
8.2	Create and Invite NHLC Users	1 day	Tue 1/30/24	Tue 1/30/24	163	SA IS
8.3	Validate Production System Access and Configuration	1 day	Wed 1/31/24	Wed 1/31/24	164	NH BU,SA IS
8.4	*Accept Production Platform*	0 days	Wed 1/31/24	Wed 1/31/24	165	SA PM
8.5	Notify Affected Users	1 day	Thu 2/1/24	Thu 2/1/24	166	NH PM,NH SA
8.6	Provide Final Acceptance and Notice to Go Live	1 day	Fri 2/2/24	Fri 2/2/24	167	NH PM
8.7	Stop Processing in Legacy System	1 day	Mon 2/5/24	Mon 2/5/24	168	NH SA
8.8	Provide Final Database for Go-Live Converstion or Catch-Up Data	1 day	Tue 2/6/24	Tue 2/6/24	169	NH DBA
8.9	Perform Final Iteration of Data Conversion	1 day	Wed 2/7/24	Wed 2/7/24	170	SA DBA
8.10	Perform Final Conversion Validation	1 day	Thu 2/8/24	Thu 2/8/24	171	NH SA
8.11	**Go-Live**	**1 day**	**Fri 2/9/24**	**Fri 2/9/24**	**172**	**SA Team,NH Team**
8.12	Operational Support	5 days	Mon 2/12/24	Fri 2/16/24	173	SA IS

WBS	Task Name	Duration	Start	Finish	Predec	Resource Initials
9	**PHASE 2**					
10	**Requirements Gathering -- Phase 2**	**275 days**	**Mon 5/2/22**	**Mon 6/5/23**		
11	**Implementation -- Phase 2**	**90 days**	**Tue 12/5/23**	**Fri 4/12/24**	**177**	
11.1	**Configuration Sprints: Online Restitution Payments**	**30 days**	**Tue 12/5/23**	**Thu 1/18/24**	**100**	
11.2	**Configuration Sprints: Personnel / Internal Affairs**	**40 days**	**Thu 1/4/24**	**Fri 3/1/24**	**207**	
11.3	**Configuration Sprints: Data Interfaces / Case Tracking / Mobile Use Cases**	**40 days**	**Fri 2/16/24**	**Fri 4/12/24**	**224**	
12	**Data Migration -- Phase 2**	**47 days**	**Mon 3/4/24**	**Tue 5/7/24**	**213**	
12.1	Develop Conversion (CNV) Tables	10 days	Mon 3/4/24	Fri 3/15/24		SA DBA,SA IS
12.2	Develop Data Extraction Scripts	5 days	Fri 3/15/24	Fri 3/22/24	248	NH DBA
12.3	Extract Data from Legacy Database into CNV Tables	1 day	Mon 3/25/24	Mon 3/25/24	249	NH DBA
12.4	Data Mapping	10 days	Fri 3/15/24	Fri 3/29/24	248	SA DBA,SA IS,NH SA,NH DBA
12.5	**Perform First Iteration of Data Migration**	**15 days**	**Fri 3/29/24**	**Fri 4/19/24**	**251**	**SA DBA,SA IS**
12.6	**Perform Second Iteration of Data Migration**	**12 days**	**Fri 4/19/24**	**Tue 5/7/24**	**259**	**SA DBA,SA IS**
12.7	*Accept Test Iterations of Data Conversion*	0 days	Tue 5/7/24	Tue 5/7/24	271	NH PM
13	**UAT -- Phase 2**	**20 days**	**Wed 5/8/24**	**Wed 6/5/24**	**247**	
13.1	Migrate Configuration to UAT Environment	1 day	Wed 5/8/24	Wed 5/8/24		SA PE,SA IS
13.2	**Perform Data Conversion for UAT**	**4 days**	**Thu 5/9/24**	**Tue 5/14/24**	**274**	
13.2.1	Extract and Transfer Data from Legacy Database	1 day	Thu 5/9/24	Thu 5/9/24		NH DBA
13.2.2	Convert and Load Data	2 days	Fri 5/10/24	Mon 5/13/24	276	SA DBA
13.2.3	Validate Data Conversion for UAT	1 day	Tue 5/14/24	Tue 5/14/24	277	SA IS,NH EU
13.3	**Execute Acceptance Test**	**15 days**	**Wed 5/15/24**	**Wed 6/5/24**	**278**	
13.3.1	Test Platform (Configuration, Data, Interfaces, Usability, and Performance)	5 days	Wed 5/15/24	Tue 5/21/24		NH EU,SA IS
13.3.2	Resolve & Retest Identified Issues	10 days	Wed 5/22/24	Wed 6/5/24	280	NH EU,SA IS
13.3.3	*Phase 2 UAT Acceptance*	0 days	Wed 6/5/24	Wed 6/5/24	281	SA PM,NH PM
14	**Deployment/Go-Live -- Phase 2**	**14 days**	**Thu 6/6/24**	**Tue 6/25/24**	**273**	
14.1	Migrate Configuration to Production Environment	1 day	Thu 6/6/24	Thu 6/6/24		SA IS,SA PE
14.2	Validate New Configuration in Production System	1 day	Fri 6/7/24	Fri 6/7/24	284	NH EU,SA IS
14.3	*Accept Production Platform*	0 days	Fri 6/7/24	Fri 6/7/24	285	SA PM
14.4	Notify Affected Users	1 day	Mon 6/10/24	Mon 6/10/24	286	NH PM,NH SA
14.5	Provide Final Acceptance and Notice to Go Live	1 day	Tue 6/11/24	Tue 6/11/24	287	NH PM
14.6	Stop Processing in Legacy System	1 day	Wed 6/12/24	Wed 6/12/24	288	NH SA
14.7	Provide Final Database for Go-Live Converstion or Catch-Up Data	1 day	Thu 6/13/24	Thu 6/13/24	289	NH DBA
14.8	Perform Final Iteration of Data Conversion	1 day	Fri 6/14/24	Fri 6/14/24	290	SA DBA
14.9	Perform Final Conversion Validation	1 day	Mon 6/17/24	Mon 6/17/24	291	NH SA
14.10	Go-Live	1 day	Tue 6/18/24	Tue 6/18/24	292	SA Team,NH Team
14.11	Operational Support	5 days	Wed 6/19/24	Tue 6/25/24	293	SA IS
14.12	*Accept Go-Live and Operational Support*	0 days	Tue 6/25/24	Tue 6/25/24	294	SA PM,NH PM

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Pricing Proposal

SA is pleased to present the below pricing information to NHLC for its RMS Implementation. There are two types of pricing contained in our proposal:

1. One-time fees associated with the professional services to manage the implementation from end to end.
2. Ongoing subscription fees that cover the maintenance, hosting, support, and ongoing development of the Platform.

SA's cost proposal provides maximal value by assuming 100% of the effort to configure the RMS, allowing NHLC administrators to focus on other operational tasks while the project moves forward. SA welcomes the opportunity to clarify any questions NHLC may have regarding the pricing information provided below.

Pricing

Based on an understanding of NHLC's current system end of support, SA and NHLC have determined that a phased project approach will best meet NHLC's needs.

The following table describes the rolled-up implementation and subscription fees proposed for the implementation, licensing, hosting, maintenance, and support of the RMS in Phase 1.

Cost Component	Description of Services Included	Price
Implementation Fees- Phase 1	• Project Planning • Requirements Analysis • RMS Setup • Master Index Configuration: Names, Locations, Property • Module Configuration: Calls for Service, Case Management, Evidence Tracking • Data Migration • Testing • Training • Go-Live and Operational Support	$510,208
Implementation Fees- Phase 2	• Requirements Analysis • Module Configuration: Personnel, Internal Affairs, Online Restitution Payments • Data Migration (Limited data for Personnel and Internal Affairs) • Testing	$317,448

	• Go-Live and Operational Support	
Subscription Fees	RMS Subscription Fee, covering Licensing, Hosting, Maintenance, Support, and Application Administration	$8,700/mo.

* Onset of subscription fees occurs after the first three configuration sprints have been implemented, which corresponds to the planned implementation of the master indexes and the Calls for Service module. This is estimated to occur within 3 months after project start.

The following table assumes a May 1 start date and breaks down the implementation price at a high level by deliverable and estimated delivery date based on the project schedule attached to this proposal. Note that this does not reflect the billing schedule for the engagement—the work will be billed incrementally based on the completion of the iterative configuration sprints, on a schedule to be agreed upon by NHLC and SA upon completion of the Project Planning phase. The purpose of this table is to give NHLC an understanding of the financial timetable for the project to allow NHLC to perform resource and funding planning.

Phase 1 Deliverable	Estimated Delivery Date	Price
Project Plan and Platform Setup	5/18/24	$15,956
Requirements Analysis	7/10/23	$44,260
Configuration of Master Indexes, Modules, and Imports/Exports		
Sprint 1*	7/25/23	$30,900
Sprint 2	8/8/23	$30,900
Sprint 3	8/22/23	$30,900
Sprint 4	9/6/23	$30,900
Sprint 5	9/20/23	$30,900
Sprint 6	10/4/23	$30,900
Sprint 7	10/19/23	$30,900
Sprint 8	11/2/23	$30,900
Sprint 9	11/16/23	$30,900
Sprint 10	12/4/23	$30,900
Data Migration – First Iteration	11/15/23	$43,150
Data Migration – Second Iteration	1/3/24	$43,150
Training	12/20/23	$10,440
UAT	2/1/24	$26,008
Deployment	2/23/24	$18,244
	Total	**$510,208**

Phase 2 Deliverable	Estimated Delivery Date	Price
Requirements Analysis	4/1/24	$26,556
Sprint 1*	4/15/24	$30,900
Sprint 2	4/29/24	$30,900
Sprint 3	5/13/24	$30,900
Sprint 4	5/28/24	$30,900
Sprint 5	6/11/24	$30,900
Sprint 6	6/25/24	$30,900
Sprint 7	7/10/24	$30,900
Sprint 8	7/24/24	$30,900
Data Migration	8/30/24	$17,648
UAT	9/30/24	$15,392
Deployment	10/18/24	$10,652
	Total	**$317,448**

* As noted above in the **Scope Variables** section, SA estimates that 10 sprints will be needed for Phase 1 and 8 sprints for Phase 2.

Assumptions

1. This proposal falls under System Automation's statewide contract with NH DoIT. All contract terms, including the stated SLA's, apply to this proposal as well.
2. SA's proposal to NHLC is based on SA's understanding of the requested scope of work and requirements attached to this proposal. Should the team identify requirements that fall outside the scope of the current product scope for the RMS, SA will coordinate with NHLC to prioritize any capabilities that fall outside of SA's understanding and will discuss project impacts (e.g., cost and schedule) with NHLC through SA's Change Control process.
3. The above pricing assumes that common module functionality will be configured to reduce duplication of effort during platform configuration. Should NHLC opt to implement unique workflows for each module that exceed the project scope variables table in this proposal, SA will produce a change request reflecting the additional effort for this configuration.
4. Pricing assumes the two-round feedback flow stated in the Implementation Approach section above. If additional rounds of feedback are required, SA will provide NHLC with a change request for this additional effort.
5. NHLC will assign a core team of testers to test each sprint and to perform User Acceptance Testing (UAT) on the final system. NHLC will designate a single point of contact for all feedback including User Acceptance Testing.
6. To help facilitate meeting the scheduled milestones and the go-live date, SA and NHLC will work together to categorize issues discovered during testing. Issues identified during testing will be catalogued and prioritized into one of the following categories:
    a. Critical (Level 1) - The identified item affects critical functionality or critical data. It does not have a workaround.
    b. High (Level 2) - The identified item affects major functionality or major data. It has a workaround but is not obvious and is difficult to perform.
    c. Minor (Level 3) - The identified item affects minor functionality or non-critical data. It has an easy workaround.
    d. Low (Level 4) - The identified item does not affect functionality or data. It does not necessitate a workaround. It does not impact productivity or efficiency.

    SA and NHLC will collaboratively address Level 1 and Level 2 categorized items during testing in preparation for form go-live. Items categorized as Level 3 or Level 4 will be addressed in a future release received post-production implementation and will not be tied to acceptance of individual forms or the project.
7. SA will deliver (email) each deliverable to NHLC management team upon that deliverable's completion. We will invoice for each deliverable following acceptance by NHLC or after 5 days of no feedback, whichever is less.
8. It is assumed that an industry standard payment processor will be integrated with the restitution payment processing functionality. In parallel with the implementation, SA will develop the integration with the selected payment processor. Should NHLC opt to use a non-standard payment processor, SA will produce a change request reflecting the additional effort for this configuration. If NHLC does not already have a desired payment processor, SA can make recommendations for NHLC to evaluate.

9. The SA Team assumes that all interfaces for system integration will have documentation and that access to the test system/API will be provided by the source system vendor. This documentation and access will be available during requirements gathering sessions and subsequent configuration tasks.
10. The NHLC Database Administrator (DBA) is responsible for analyzing NHLC's existing legacy systems, extracting the legacy data in an agreed format, conducting data cleanup and validation in support of data conversion. The NHLC Team, with technical input from the SA Team, is responsible for determining field mappings from the legacy system to the new system. SA is responsible for converting the NHLC-provided data files into the new system. If the NHLC DBA needs assistance to maintain the project schedule, the SA Team can propose additional effort for data analyst(s) to work with NHLC's DBA to analyze NHLC's existing legacy systems and perform data mapping.
11. Subscription fees will commence upon deployment of tenant environment. Per the project plan, the project start date is 5/1/24 and deployment is scheduled to occur on 5/18/24. The first month's subscription fee will be prorated to reflect the applicable cost from deployment through the end of the month.
12. Subscription fees will be billed monthly. If NHLC wishes to be billed annually in advance, that can be accommodated as well.
13. The pricing in this proposal is valid for 90 days from the proposal date.
14. We assume NHLC will provide the necessary resources to work in collaboration with the SA Team to execute according to the project schedule. In particular, the main NHLC and IT staff with knowledge and authority to make decisions will be available for all in-person and virtual meetings and will provide timely input and responses.
15. No configuration or code changes to MyLicense Office (MLO) will be needed to implement functionality required for the RMS, except for a configured export to transfer data from MLO to the RMS on a scheduled basis.

Optional Value-add Services

System Automation offers several value-add services that can be leveraged by NHLC to accelerate its adoption of the evoke platform. Please note these services are optional services to be purchased as add-ons to the regular implementation project deliverables noted above.

The pricing for the optional value-add services is provided in the table below.

Two-Week Iterations of Configuration - Sprints Two-week configuration iterations (sprints) to remotely setup new record types/ modules. Iterations may also include interface configuration, custom workflows, etc.	$32,000 per 2-week iteration with one platform developer and one implementation specialist
Template Creation Templates allow users in evoke to generate emails and printed documents that merge in system data. This value-added service includes SA creating and testing 10 custom templates. Template requirements must be analyzed by SA before development to ensure they fit within the assumed complexity.	$19,000 per 10 templates

Attachment 1: Summary of NHLC Requirements

The following table outlines the requirements as initially presented by NHLC. The "Importance" column reflects the agency's initial assessment of priority. The "Phase" column reflects the project phasing being proposed in this SOW, based on several subsequent conversations with NHLC. The "SA Response" to each requirement reflects SA's understanding of the requirement and considerations, also based on conversations with NHLC. Note that requirements listed as "Future Phase" are not included in the scope of this SOW.

Req#	Requirement		Importance	Phase
1	**New application must have ability to interface with D365, a cloud based system that is the state's official record for all of the NH Liquor store's Retail Operations, Warehousing and Inventory business operations.**		Important/ 2nd Rollout	
	SA Response	Base system capabilities include a number of ways to interface with external systems, including an API interface. D365 implementation must be completed before this requirement can be fully implemented, and requirements for the integration cannot be provided until that time. As such, this requirement is noted as "Future Phase" and will be completed under a separate SOW.		Future Phase
2	**New application will exceed the capabilities of the current IMC application as follows:**		Critical/1st Rollout	
	1. 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).		Critical/1st Rollout	
	SA Response	This functionality is part of the base platform.		Phase 1
	2. Each submission will be assigned a case number for cataloging. User will have the ability to select "Create New" which will assign a unique case number for each new case opening or select "Edit" to call an existing case number for user to edit/add/reclassify prior documentation within the case file.		Critical/1st Rollout	
	SA Response	To be configured in Phase 1 according to case numbering scheme to be defined during requirements gathering.		Phase 1

Req#	Requirement		Importance	Phase
	3. New application should have the ability to interface with all internal and external systems/tools used in performing the job duties of the NHLC Enforcement and Licensing division. (i.e.: MLO 1, Evenica, Blue Horseshoe and 365 application.)		Critical/1st Rollout	
	SA Response	Base system capabilities include a number of ways to interface with external systems, including an API interface. - As noted in requirement #1, the D365 implementation must be completed before the requirements for the integration can be provided. As such, this requirement is noted as "Future Phase" and will be completed under a separate SOW. - 1 sprint has been included in the Phase 2 project estimate to account for estimated MLO interface configuration for the regular import of essential fields from facility license records and associated inspection records. This estimate will be reviewed/revised based on requirements gathering in Phase 2. Please note that the actual number of sprints required for interfaces may be different once integration requirements are defined. SA will inform NHLC if a change order will be required upon review of the requirements. - SA understands that requirements for Evenica and Blue Horseshoe interface cannot be provided at this time. As such, this requirement is noted as "Future Phase" and will be completed under a separate SOW.		Phase 2/ Future Phase
	4. All entry fields should perform logical edit checks to ensure data fields are accurately entered, including populating required fields where there may be dependency on data for other fields. Edit checks yielding errors should be in the form of pop-up warnings only and not be prohibitive to continuing, if confirmed by user (ie; spelling within proper names fields, missing information, etc.) Pop-up warnings for missing information, etc. should continue to be thrown each time user reenters the case file as a reminder there is still information that may need attention.)		Critical/1st Rollout	
	SA Response	Phase 1: Generate warnings for missing information in required fields. Configure critical dependent drop-down items as timeline allows. Phase 2: Configure remaining dependent drop-down items.		Phase 1/2
	5. Enable user the ability to enter and query narrative text fields (ie: search for key words)		Critical/1st Rollout	
	SA Response	Base platform provides for narrative text fields.		Phase 1

Req#	Requirement		Importance	Phase
	6. User/Role security should be utilized to prevent unauthorized data access.		Critical/1st Rollout	
	SA Response	User / role security prevents unauthorized access to the system and data as specified based on the roles.		Phase 1
3	**Creation of a UI housing multiple Modules and Forms used to access and track all aspects of Enforcement and Licensing's Investigations, Routine Duties and Incidents. The following modules are required and should enable editing in place, be mutually interfacing, and enable data download (ie; Excel) for reporting purposes:**		Critical/1st Rollout	
	SA Response	Critical modules and forms to be configured in Phase 1 as noted here, with data fields determined during requirements gathering. Base platform functionality allows users to edit, associate, and download records.		Phase 1
	1. Master Names Index		Critical/1st Rollout	
	SA Response	Specific data fields to be determined during requirements gathering.		Phase 1
	2. Master Property Index		Critical/1st Rollout	
	SA Response	Specific data fields to be determined during requirements gathering.		Phase 1
	3. Master Location Index		Critical/1st Rollout	
	SA Response	Specific data fields to be determined during requirements gathering.		Phase 1
	4. Incident Reporting		Critical/1st Rollout	
	a) Creation of a Supplemental Report - used to add new information to the case after initial incident has been submitted and approved. User should be able to query and retrieve initial incident report and link the supplemental report to original incident report.		Critical/1st Rollout	
	SA Response	Case records can be configured to allow supplemental reports to be associated with the case record after approval.		Phase 1

Req#	Requirement		Importance	Phase
	b) Incident report should be able to be locked to prevent further edits when determined by agency. However, report should remain viewable by authorized personnel while locked. Locking of report should be reversible with a manager level user security access.		Critical/1st Rollout	
	SA Response	Discussion during requirements gathering and implementation will determine whether to implement this requirement through visibility rules on the case record itself or by configuring separate views of the record data.		Phase 1
	c) Supervisors must be able to receive, review and approve incident reports as well as provide feedback to enforcement officers regarding the accuracy, quality and completeness of report(s).		Critical/1st Rollout	
	SA Response	The system supports workflow for tracking the incident record through various stages and assignments. A field can be configured for supervisor feedback to the enforcement officers.		Phase 1
	5. Must have the ability to redact any field of information, if needed, within the incident report prior to sharing. When redacting a report, User will be required to create a copy of the original to use for redaction in order for the original (un-redacted) version to remain intact.		Nice to Have/Later Rollout	
	SA Response	For Phase 1, this can be accomplished by configuring redacted versions of reports that do not populate redacted fields.		Phase 1
	6. Case Management Module		Critical/1st Rollout	
	a) Case Assignment		Critical/1st Rollout	
	SA Response	Case records can be assigned to one or more users.		Phase 1
	b) Case Monitoring		Critical/1st Rollout	
	SA Response	Case monitoring allows a user to view lists of open case records, filtered by parameters such as data and assignee.		Phase 1
	c) Restitution Processing and Tracking		Critical/1st Rollout	

Req#	Requirement		Importance	Phase
	SA Response	For Phase 1, restitution processing will be limited to back office functionality for recording cash/check payments and sending the payment information to an accounting system. Phase 2 will add integration with a payment card processor, as well as the ability for users to make payments online. SA understands that requirements for this functionality cannot be provided at this time. However, SA has estimated 2 sprints to account for the anticipated scope of this functionality: 1 sprint for configuring the online restitution payment portal, and 1 sprint for the payment processor integration. Please note that the actual number of sprints required may be different once the requirements are defined. SA will inform NHLC if a change order will be required upon review of the requirements.		Phase 1/2
	d) Investigations		Critical/1st Rollout	
	SA Response	Both arrest and incident investigations will be supported.		Phase 1
	7. Property and Evidence Module		Critical/1st Rollout	
	a) Bar Coding (or equivalent)		Critical/1st Rollout	
	SA Response	An interface with a third party hardware and/or software platform will be configured to allow reading and generating bar codes. This decision will be made by the joint SA/NHLC team. It is understood that the NHLC's current hardware is specific to the system being retired, and NHLC will be responsible for procuring any new hardware required.		Phase 1
	b) Courts		Critical/1st Rollout	
	SA Response	Users will be able to generate a report showing the chain of custody for a given piece of evidence (property ID/description, location, time in/out), as well as a report showing all property at a specific evidence location.		Phase 1
	8. Personnel Module		Important/ 2nd Rollout	

Req#	Requirement		Importance	Phase
	SA Response	1 sprint has been included in Phase 2 to account for estimated work for configuring the Personnel Module. Please note that the actual number of sprints required for this module may be different once requirements are defined. SA will inform NHLC if a change order will be required upon review of the requirements.		
	a) Scheduling and Assignments		Important/ 2nd Rollout	
	SA Response	Scheduling is understood to refer to a list of activities (such as required court appearances) for a given date/individual, not an interface with an external calendar software.		Phase 2
	b) Training and Certification		Important/ 2nd Rollout	
	SA Response	Understood to mean that training and certification records will be associated with personnel records.		Phase 2
	9. Internal Affairs Module		Important/ 2nd Rollout	
	SA Response	1 sprint has been included in Phase 2 to account for estimated work for configuring the Internal Affairs Module. Please note that the actual number of sprints required for this module may be different once requirements are defined. SA will inform NHLC if a change order will be required upon review of the requirements.		Phase 2
	10. Arrest Module		Critical/1st Rollout	
	a) Juvenile Specific		Critical/1st Rollout	
	SA Response	Field within an arrest record used as a flag for certain reporting purposes.		Phase 1
	b) Adult		Critical/1st Rollout	
	SA Response	Field within an arrest record		Phase 1

Req#	Requirement		Importance	Phase
	c) DUI		Critical/1st Rollout	
	SA Response	Field within an arrest record		Phase 1
	11. Service Call Module		Critical/1st Rollout	
	a) Contains Enforcement Officer Log for Assignment/Tracking of duties		Critical/1st Rollout	
	SA Response	Users will be able to display a view of service calls including sort/filter on record assignment.		Phase 1
	b) In-service training		Critical/1st Rollout	
	SA Response	In-service training can be configured as a call reason. Tracking of training completed can be configured as part of the Personnel Module, defined separately.		Phase 1
	12. Forms/Reports Templates Module		Important/ 2nd Rollout	Phase 2
4	**Create a portal to enable the entry and tracking of restitution payments by Enforcement. These payments are mandated by the court, ordering an offender to make restitution. These payments are currently paid in check form and processed through a general ledger account.**		Critical/1st Rollout	
	SA Response	For Phase 1, restitution processing will be limited to back office functionality for recording cash/check payments and sending the payment information to an accounting system. Phase 2 will add integration with a payment card processor, as well as the ability for users to make payments online. SA understands that requirements for this functionality cannot be provided at this time. However, SA has estimated 2 sprints to account for the anticipated scope of the online restitution payment functionality: 1 sprint for configuring the online restitution payment portal, and 1 sprint for the payment processor integration. Please note that the actual number of sprints required may be different once the requirements are defined. SA will inform NHLC if a change order will be required upon review of the requirements.		Phase 1/2
	Restitution payments must flow to the MLO application and NHLC's Accounting System		Critical/1st Rollout	

Req#	Requirement		Importance	Phase
	SA Response	For Phase 1, restitution payments will be exported to NHLC's accounting system using account codes and format to be specified during requirements gathering.		Phase 1
	Depending on the dollar amount, restitution payments can be paid as a one time (In Full) entry or made in monthly installments until paid in full. Once to the ability to enter/process the payments is complete, the following tracking capabilities are required:		Important/ 2nd Rollout	
	SA Response	For Phase 1, restitution processing will be limited to back office functionality for recording cash/check payments and sending the payment information to an accounting system. Phase 2 will add integration with a payment card processor, as well as the ability for users to make payments online. SA understands that requirements for this functionality cannot be provided at this time. However, SA has estimated 2 sprints to account for the anticipated scope of the online restitution payment functionality: 1 sprint for configuring the online restitution payment portal, and 1 sprint for the payment processor integration. Please note that the actual number of sprints required may be different once the requirements are defined. SA will inform NHLC if a change order will be required upon review of the requirements.		Phase 1/2
	1) Payor's Name		Important/ 2nd Rollout	
	SA Response	Included in online restitution payment interface		Phase 1/2
	2) Payment Date		Important/ 2nd Rollout	
	SA Response	Included in online restitution payment interface		Phase 1/2
	3) Amount Paid		Important/ 2nd Rollout	
	SA Response	Included in online restitution payment interface		Phase 1/2
	4) Payment Schedule Due Dates (if applicable)		Important/ 2nd Rollout	

Req#	Requirement		Importance	Phase
	SA Response	Included in online restitution payment interface		Phase 2
	5) Outstanding Balance		Important/ 2nd Rollout	
	SA Response	Included in online restitution payment interface		Phase 2
	6) Overdue Payment Status indicator (Y/N)		Important/ 2nd Rollout	
	SA Response	Included in online restitution payment interface		Phase 2
5	**Master Names Index should provide maintenance functions in order to enable linking one record to another or unlinking in the event of an error. Additionally, existing records should be able to be merged into one new case/record number if determined appropriate. All fields should be editable and will contain:**		Critical/1st Rollout	
	SA Response	Phase 1 will include linking and unlinking names records to case/call records, and the system will support the identification of duplicate names records through matching SSN's. In Phase 2, additional rules will be evaluated for identifying duplicate records (e.g., first/last name + DOB). Phase 2 will also include further analysis to determine how users will specify which data takes precedence in the merged record.		Phase 1/2
	- Vitals (DOB, Height, Hair/Eye Color, Gender M/F/N, Race, etc)		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
	- Additional Physical Characteristics (Scars/Marks/Tattoos, etc.)		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
	- Gang/Previous Affiliation/Family/Employment/Birthplace		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1

Req#	Requirement		Importance	Phase
	- Alias or Previous Names		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
	- Previous Law Involvement: ability to link to prior records/history		Critical/1st Rollout	
	SA Response	Users will be able to associate call records and case records to a person record.		Phase 1
	- Notes		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
	- Vehicles		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
	- Associates		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
	- Images		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
	- Versions of Names (potential nicknames of proper names (ie; James/Jimmy/Jim, Elizabeth/Beth/Betty)		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
	- Addresses: Mailing/Physical - Current and Past		Critical/1st Rollout	

Req#	Requirement		Importance	Phase
	SA Response	Included in master names data and forms		Phase 1
	- Attachments		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
	- Cautions/Alerts		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
	- Modus Operandi		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
	- Changed data ie; SSN/DOB/Gender		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
	- An alert should be generated when a name is entered that has a previous license or incident on file.		Critical/1st Rollout	
	SA Response	Requirements for identifying duplicate name entries will be evaluated in Phase 1. To be implemented in Phase 1 if time allows; otherwise, Phase 2.		Phase 1/2
	Export/Import capabilities		Critical/1st Rollout	
	SA Response	Included in master names data and forms		Phase 1
6	**The Master Property and Evidence Module should provide detailed information about the item and historical information about the custody and control of the item, including the current status and location. The module should track the property and/or evidence and verify the evidentiary chain of custody requirements are met. The module should also track all property that has been impounded or stored in remote facilities. Information about seized property and evidence must be linked to**		Critical/1st Rollout	

Req#	Requirement		Importance	Phase
	either a case file or a report that describes the circumstances under which the property was received by the department. Each record is catalogued by using unique property characteristics, such as make, model, brand, description, distinguishing characteristics, and serial numbers. Industry property coding standards, such as NCIC property codes, should be used during the entry of property records into the Records Management System. Master Property and Evidence module should contain the following Sub Modules to be used for tracking and classification of documentation:			
	SA Response	Property characteristics and location information will be captured in evidence records, which can be associated with case records.		Phase 1
	1. Evidence – Barcoding and Tracking		Critical/1st Rollout	
	SA Response	Barcode labels will be generated in a format designed for label printing. Tracking is accomplished by allowing users to associate a property (evidence) record with an evidence storage location or personnel. Users must also be able to report on the location of evidence items and the list of all evidence items in a storage location.		Phase 1
	2. Incident Logging/Tracking System – should be searchable by the following fields (contained in Service Call Mod):		Critical/1st Rollout	Phase 1
	3. Date		Critical/1st Rollout	
	SA Response	System will allow user to enter date/time evidence was collected and will automatically capture date/time for each change to the evidence location.		Phase 1
	4. Incident Type		Critical/1st Rollout	
	SA Response	Incident type will be captured as a property of the linked case record. Evidence record can be configured to display incident type for each linked case.		Phase 1
	5. Type of Licensee		Critical/1st Rollout	
	SA Response	Licensee type will be captured as a part of the licensee information associated with the linked case record.		Phase 1
	6. Investigator's Name/Badge		Critical/1st Rollout	

Req#	Requirement		Importance	Phase
	SA Response	User can enter the name/badge of the investigator who obtained the evidence		Phase 1
	7. Open/closed case, etc.		Critical/1st Rollout	
	SA Response	Case status will be captured as a property of the linked case record. Evidence record can be configured to display status for each linked case.		Phase 1
	8. Property (Seized, Towed) Database and Evidence Tracking Database. Both databases should have interface capabilities (contained in Evidence mod)		Critical/1st Rollout	
	SA Response	Type of evidence and method obtained can be captured within the evidence record. Users can configure lists of properties filtered by either parameter.		Phase 1
	9. Case Tracking Database (including restitution payments)		Critical/1st Rollout	
	SA Response	See requirement 3.6. Users will be able to link evidence records to case records.		Phase 1
	10. Enforcement Inventory (logging of Firearms, Vehicles, Mobile Devices, Body Cameras, etc.)		Critical/1st Rollout	
	SA Response	Based on discussion with NHLC, this module has been deferred to a later phase (not included in this SOW).		Future Phase
7	Master Location Index		Critical/1st Rollout	
	1. Information about a specific address or range of addresses: Type of premise (ie: Business/residential), Occupancy, elevation (ie: floor), Longitude/Latitude/Altitude coordinates.		Critical/1st Rollout	Phase 1
	2. Master Location Index will need to be integrated with the licensing software. When a new license is entered it should be automatically entered into the Master Location Index. Possible integration with Master Names Index as well – link a license application to a previous location.		Critical/1st Rollout	
	SA Response	MLO and RMS will be configured to send applicable facility license record information from MLO to the RMS. Because license applications are initially processed in MLO, the recommendation is to continue to use MLO as the system of record for facility license information.		Phase 1

Req#	Requirement		Importance	Phase
	3. The geo-validation process should allow an address to be accepted, even if it does not appear in the geofile. Unverified addresses should be flagged for possible review.		Critical/1st Rollout	
	SA Response	Users will be able to create new location records in addition to those received from MLO. The system will not prevent users from entering a location outside of identified parameters. Requirements for flagging records for review will be analyzed during requirements gathering in Phase 1 and will be implemented in Phase 1 if time allows; otherwise Phase 2.		Phase 1/2
8	Calls For Service (CFS)		Critical/1st Rollout	
	Creation of a structured records environment, which provides a historical record of all calls while providing the ability to run data reports on those calls. These records are either self-initiated or assigned by a supervisor. No records within this module are initiated via dispatching.		Critical/1st Rollout	
	SA Response	Calls for Service is a critical module to be configured during Phase 1.		Phase 1
	1. The call data should contain the following: *initial call time, units dispatched, and call disposition.* These records should be accessible for facilitating the creation of an incident/arrest report. The data imported into the incident report can be modified when closed or to reflect the latest information known regarding the incident. Basic call data may be transferred to the incident module at the time an incident number is assigned or at the initial closing of the call, depending on specified call types.		Critical/1st Rollout	
	SA Response	Users will be able to create incident/arrest reports from a call record. Instead of transferring call date to the case record, it is recommended that the case record be configured to display key data for the linked call record.		Phase 1
	2. Ability to generate Calls for Service record from a Mobile device, preferably with a QR code (or equivalent) printed on the license. The call would not need to be closed but the date/time/location address/site number would generate from scanning the QR code using a smart phone. Ideally the QR code would generate and allow entry of the following:		Important/ 2nd Rollout	
	SA Response	Generating QR codes on licenses is outside the scope of this SOW. However, the ability to quickly create a call record based on streamlined entry of the facility license number into a mobile interface will be configured in Phase 2. The system will automatically capture the date/time the call record is created, and the location record (including address) will be linked to the call record.		Phase 2

Req#	Requirement		Importance	Phase
		Please note that the actual number of sprints required for this functionality may be different once requirements are defined. SA will inform NHLC if a change order will be required upon review of the requirements.		
	a) Call type – maybe as a drop down (premise inspection, annual inspection, etc.)		Important/ 2nd Rollout	
	SA Response	Call type options configured as part of call records		Phase 2
	b) License information (number, name, address)		Important/ 2nd Rollout	
	SA Response	Ability to associate facility record configured as part of call records		Phase 2
	c) Time		Important/ 2nd Rollout	
	SA Response	Time record created to be captured automatically. Time call completed can be configured as a user entry or auto captured based on selection of a status such as "call completed."		Phase 2
	d) Investigator		Important/ 2nd Rollout	
	SA Response	Field configured as part of call records		Phase 2
	e) Narrative		Important/ 2nd Rollout	
	SA Response	Narratives on mobile devices will require design sessions in collaboration with users.		Future Phase
	f) Involved persons		Important/ 2nd Rollout	
	SA Response	Ability to associate person records configured as part of call records		Phase 2
	3. Scanning the QR code will show all licensing information:		Important/ 2nd Rollout	

Req#	Requirement		Importance	Phase
	SA Response	Generating QR codes on licenses will be outside the scope of the RMS project. However, the ability to quickly create a call record based on streamlined entry of the facility license number into a mobile interface will be configured in Phase 2.		Phase 2
	a) Name		Important/ 2nd Rollout	
	SA Response	Attribute of the location record (linked to from call record)		Phase 2
	b) License Number		Important/ 2nd Rollout	
	SA Response	Attribute of the location record (linked to from call record)		Phase 2
	c) Address		Important/ 2nd Rollout	
	SA Response	Attribute of the location record (linked to from call record)		Phase 2
	d) Training History		Important/ 2nd Rollout	
	SA Response	Source of training history data will need to be identified during requirements gathering.		Future Phase
	e) Violation history		Important/ 2nd Rollout	
	SA Response	Source of violation history data will need to be identified during requirements gathering.		Phase 2
	f) Licensing folder		Important/ 2nd Rollout	
	SA Response	Attachments are associated with records rather than electronic folder locations, but if desired a field within the location record can be created to note the location of physical or electronic files outside the system.		Phase 2
	g) Previous call log		Important/ 2nd Rollout	

Req#	Requirement		Importance	Phase
	SA Response	Previous calls for service associated with the location -- Attribute of the location record (linked to from call record)		Phase 2
	4. Ability to Generate data reports showing the following:		Critical/1st Rollout	
	SA Response	System provides flexible reporting capabilities which can be configured by end users to suit specific reporting requirements. 1 resource for 1 Sprint has been included in each phase of this SOW for reporting configuration, and informal training will be provided on the reporting module during that sprint. We believe this provides the best value for current and future NHLC reporting needs, but SA can provide additional sprints for reporting configuration as needed.		Phase 1/2
	○ **Printable daily log showing all calls received for the prior 24 hours**		Critical/1st Rollout	
	SA Response	Call record report with date/time within past 24 hours		Phase 1/2
	○ **Daily log showing all calls received for a specified date and time period.**		Critical/1st Rollout	
	SA Response	Call record report for selected date/time period		Phase 1/2
	○ **Activity analysis by specified geographical area and time period.**		Critical/1st Rollout	
	SA Response	Call/case record reports for selected cities, counties, or zip codes and selected date/time period		Phase 1/2
	○ **CFS summary by specified geographical area and time period.**		Critical/1st Rollout	
	SA Response	List or count of calls (categorized by type or other parameters) in selected city, county, or zip code		Phase 1/2
	○ **Analysis of Activity by:**		Critical/1st Rollout	Phase 1/2
	- Day of week		Critical/1st Rollout	

Req#	Requirement		Importance	Phase
	SA Response	List or count of calls grouped by day, hour, or day/hour		Phase 1/2
	- Hour of the day		Critical/1st Rollout	
	SA Response	List or count of calls grouped by day, hour, or day/hour		Phase 1/2
	Both day and hour		Critical/1st Rollout	
	SA Response	List or count of calls grouped by day, hour, or day/hour		Phase 1/2
	o **Response time analysis by specified geographical area and time period (e.g., receipt of call, dispatch time, on-scene time, and call cleared time).**		Critical/1st Rollout	
	SA Response	Geographical area can be selected based on data available in the record (e.g., county, city, zip code, etc.)		Phase 1/2
	o **Response time analysis by call type.**		Critical/1st Rollout	
	SA Response	Response time to be calculated based on times captured in the call records.		Phase 1/2
	o **Time consumed by:**		Critical/1st Rollout	
	SA Response	Duration of call to be calculated based on times captured in the call records.		Phase 1/2
	Call type		Critical/1st Rollout	
	SA Response	Duration of calls of a particular call type		Phase 1/2
	Hour of day.		Critical/1st Rollout	
	SA Response	Duration of calls initiated at a particular hour of the day.		Phase 1/2

Req#	Requirement		Importance	Phase
	○ **Workload activity by Assigned Resource.**		Critical/1st Rollout	
	SA Response	Workload activity can include data such as number, types, and duration of calls.		Phase 1/2
	○ **Workload activity by Assigned Group.**		Critical/1st Rollout	
	SA Response	Workload activity can include data such as number, types, and duration of calls.		Phase 1/2
	○ **Time consumed by Day of the Week and Hour of the Day.**		Critical/1st Rollout	
	SA Response	Duration of calls on a particular day of the week. (Hour of the day is a duplicate of the requirement above.)		Phase 1/2
	○ **Time consumed by Specified Geographical Area and by Calls per Period of Time that should result in the creation of an incident report**		Critical/1st Rollout	
	SA Response	Duration of calls in a particular geographic area (county, city, ZIP, etc.) which meet a provided definition of "requires incident report."		Phase 1/2
	○ **Time consumed by Specified Geographical Area and by Time Period**		Critical/1st Rollout	
	SA Response	Total duration of a calls within a particular geographic location (county, city, ZIP, etc.) and a particular time period.		Phase 1/2
	○ **Calls that should result in the creation of an incident report**		Critical/1st Rollout	
	SA Response	Calls that meet a provided definition of "requires incident report."		Phase 1/2
9	Incident Reporting Module		Critical/1st Rollout	Phase 1
	Incident reporting is the function of capturing, processing, and storing detailed information on law enforcement-related events handled by the department, including both criminal and non-criminal events. The incident reporting function collects sufficient information to satisfy existing local, tribal, county, or state reporting requirements, as well as the reporting standards of the National Incident-Based Reporting System (NIBRS) program, the Uniform Crime Reporting (UCR) program, and the N-DEx program. Incidents often are initially documented as calls		Critical/1st Rollout	

Req#	Requirement		Importance	Phase
	for service in a CAD system. The CFS record in the RMS should be linked to the incident and be easily accessible from the incident report. Additional features are as follows:			
	a) Creation of a Supplemental Report - used to add new information to the case after initial incident has been submitted and approved. User should be able to query and retrieve initial incident report and link the supplemental report to original incident report.		Critical/1st Rollout	
	SA Response	Supplemental report field and/or metatdata can be configured to allow users with appropriate security roles to query/retrieve supplemental reports, and add new supplemental reports.		Phase 1
	b) Incident report should be able to be locked to prevent further edits when determined by agency. However, report should remain viewable by authorized personnel while locked. Locking of report should be reversible with a manager level user security access.		Critical/1st Rollout	
	SA Response	The platform role-based security model will be configured according to requirements for supplemental report field and/or metadata.		Phase 1
	c) Supervisors must be able to receive, review and approve incident reports as well as provide feedback to enforcement officers regarding the accuracy, quality and completeness of report(s).		Critical/1st Rollout	
	SA Response	To be configured with a custom review/approval workflow.		Phase 1
	d) Must have the ability to redact any field of information within the incident report when requested to be shared to any unauthorized person(s). However, an un-redacted version must be retained.		Critical/1st Rollout	
	SA Response	Configurable reports will allow users to select or exclude individual fields within the incident report.		Phase 1
	Standard Outputs should be enabled for the following:			
	- All UCR reports and NIBRS reports.		Critical/1st Rollout	
	SA Response	NIBRS report format is included as an interface to be implemented in Phase 1.		Phase 1
	- Full and redacted versions of incident reports.		Nice to Have/ Later Rollout	

Req#	Requirement		Importance	Phase
	SA Response	Configurable reports will allow users to select or exclude individual fields within the incident report.		Future Phase
	- Total Incident Reports based on Period of Time, Area and Incident Type.		Important/ 2nd Rollout	
	SA Response	Configurable as a report. (Also see requirement 8.4)		Phase 2
	- Location code (e.g., geocode).		Critical/1st Rollout	
	SA Response	Configurable as a report. (Also see requirement 8.4)		Phase 1
	- Initial Call Type.		Critical/1st Rollout	
	SA Response	Configurable as a report. (Also see requirement 8.4)		Phase 1
	- Offense type Summary of incidents by responding officer		Critical/1st Rollout	
	SA Response	Configurable as a report. (Also see requirement 8.4)		Phase 1
	Should enable External Data Exchanges from the following sources:		Critical/1st Rollout	
	- State submission following state and NCIC standards		Critical/1st Rollout	
	SA Response	If this reporting requirement does not use the NIBRS reporting format, an additional estimate can be provided based on specific requirements.		Phase 1
	- Prosecutor		Important/ 2nd Rollout	
	SA Response	Requirements for the integration are not available at this time. As such, this item is out of scope for this SOW.		Future Phase

Req#	Requirement		Importance	Phase
	- Jail Management System (JMS) State, regional, and national information sharing systems [e.g., Regional Information Sharing Systems (RISS),		Nice to Have/Later Rollout	
	SA Response	Requirements for the integration are not available at this time. As such, this item is out of scope for this SOW.		Future Phase
	N-DEx, Information Sharing Environment (ISE)]		Important/ 2nd Rollout	
	SA Response	Requirements for the integration are not available at this time. As such, this item is out of scope for this SOW.		Future Phase
	- Licensing System – MLO One		Critical/1st Rollout	
	SA Response	See requirement 2.3.		Phase 2
	Should enable Internal Data Exchanges with the following modules:		Critical/1st Rollout	
	- Investigative Case Management module		Critical/1st Rollout	
	SA Response	This functionality is part of the base platform.		Phase 1
	- Property and Evidence Management module		Critical/1st Rollout	
	SA Response	This functionality is part of the base platform.		Phase 1
10	Personnel Module		Important/ 2nd Rollout	

Req#	Requirement		Importance	Phase
	SA Response	(Repeated from 3.8) 1 sprint has been included in Phase 2 to account for estimated work for configuring the Personnel Module. Please note that the actual number of sprints required for this module may be different once requirements are defined. SA will inform NHLC if a change order will be required upon review of the requirements.		Phase 2
	- Scheduling and Assignment(s) tracking		Important/ 2nd Rollout	
	SA Response	See 3.8a		Phase 2
	- In-Service Training and Certification Tracking		Important/ 2nd Rollout	
	SA Response	See 3.8b		Phase 2
	- Hearing and Court Appearance/Schedule Tracking		Important/ 2nd Rollout	
	SA Response	Consists of court appearance records associating a date, time, court location, personnel required to appear, and case number (with linked record).		Phase 2
11	**Internal Affairs Investigations**		Important/ 2nd Rollout	
	SA Response	(Repeated from 3.9) 1 sprint has been included in Phase 2 to account for estimated work for configuring the Internal Affairs Module. Please note that the actual number of sprints required for this module may be different once requirements are defined. SA will inform NHLC if a change order will be required upon review of the requirements.		Phase 2
	Must have authorized only security level access to prevent unwarranted viewing of this module.		Important/ 2nd Rollout	

Req#	Requirement		Importance	Phase
	SA Response	See requirement #23. Platform uses a role-based security model.		Phase 2
12	Licensee Compliance Tracking Database		Important/ 2nd Rollout	Future Phase
	1. QR Code (or equivalent) Generation/Reader Capabilities.		Important/ 2nd Rollout	
	SA Response	See comments regarding requirements 8.2 and 8.3.		Future Phase
	2. QR Code (or equivalent) to be affixed to Licenses which will contain the following information associated with the Licensee.		Important/ 2nd Rollout	
	SA Response	See comments regarding requirements 8.2 and 8.3.		Future Phase
	a) Name of Licensee		Important/ 2nd Rollout	
	b) License Number		Important/ 2nd Rollout	
	c) Address		Important/ 2nd Rollout	
	d) Training History		Important/ 2nd Rollout	
	e) Violations History		Important/ 2nd Rollout	
	f) Licensing Folder		Important/ 2nd Rollout	
	g) Call(s) Log. Drop down by type – Premise Inspection, Annual Inspection, incident, etc. Searchable by one or more of the following: Date. Time. Geographical location, length of call, etc.)		Important/ 2nd Rollout	
	3. When scanned, a log is generated by populating all activity associated with the Licensee/Broker:		Important/ 2nd Rollout	

Req#	Requirement		Importance	Phase
	SA Response	See comments regarding requirements 8.2 and 8.3	Important/ 2nd Rollout	Future Phase
	a) Editable and enables additional information to be entered by Enforcement		Important/ 2nd Rollout	
	b) Prior/Current Premise Inspections and Dates		Important/ 2nd Rollout	
	c) Prior/Current Violations and Dates		Important/ 2nd Rollout	
	d) Call Type		Important/ 2nd Rollout	
	e) Time of Call		Important/ 2nd Rollout	
	f) Name and Badge# of Investigator		Important/ 2nd Rollout	
	g) Involved persons		Important/ 2nd Rollout	
	h) Narrative		Important/ 2nd Rollout	
	h) 30/60/90 day violation reminders/Follow-up		Important/ 2nd Rollout	
	i) Open/Closed Case Indicator		Important/ 2nd Rollout	
	j) Licensee Training Records		Important/ 2nd Rollout	
	k) Historical Licensee Purchase Invoice Records		Important/ 2nd Rollout	
	l) Flagging of Historical Licensee Violations (written and verbal counsel)		Important/ 2nd Rollout	

Req#	Requirement		Importance	Phase
	m) Addition of flags for Settlement Agreements to the Licensee/ Broker locations		Important/ 2nd Rollout	
	n) Ability to upload CFS Premise Inspections from mobile device		Important/ 2nd Rollout	
	4. The above Licensee/Brokers and inspection/offense activities information should be uploadable in to the Offense and Arrest report logs		Important/ 2nd Rollout	
	SA Response	Uploadable into the report has been clarified to mean that if a person/location record is associated with a call record, that person/location record must also be associated with a case record created from that call record. Key information from the person/location can be displayed on the incident/arrest record.		Phase 1
	5. Logs should be searchable by Enforcement via any of the following fields:		Important/ 2nd Rollout	
	SA Response	Users are able to search call for service records by the fields listed.		Phase 1
	a) Call Date		Important/ 2nd Rollout	
	b) Call Time		Important/ 2nd Rollout	
	c) Responding Personnel		Important/ 2nd Rollout	
	d) License Type		Important/ 2nd Rollout	
	e) Reason for Call (ie; premise inspection, annual inspection, incident, etc.)		Important/ 2nd Rollout	
	f) Outcome/Resolution of Call		Important/ 2nd Rollout	
13	The Arrest Module will contain the following information:		Critical/1st Rollout	Phase 1
	1) Location of Arrest		Critical/1st Rollout	

Req#	Requirement		Importance	Phase
	SA Response	Field within the case record		Phase 1
	2) Responding Officer information – Name(s), Badge#(s)		Critical/1st Rollout	
	SA Response	Field within the case record		Phase 1
	3) Date and Time of Arrest		Critical/1st Rollout	
	SA Response	Field within the case record		Phase 1
	4) Booking information		Critical/1st Rollout	
	SA Response	Field within the case record		Phase 1
	5) Details of Offense		Critical/1st Rollout	
	SA Response	Field within the case record		Phase 1
	6) Victim Information		Critical/1st Rollout	
	SA Response	Field within the case record		Phase 1
	7) Offender Information		Critical/1st Rollout	
	SA Response	Field within the case record		Phase 1
	8) Witnesses Names, Home Address, Phone Number, Statement of Events		Critical/1st Rollout	
	SA Response	Field within the case record		Phase 1

Req#	Requirement		Importance	Phase
	9) Property information (will need to interface with Evidence Module		Critical/1st Rollout	
	SA Response	Field within the case record		Phase 1
	10) Alcohol/DUI		Critical/1st Rollout	
	SA Response	Field within the case record		Phase 1
	11) Narrative of Events		Critical/1st Rollout	
	SA Response	Field within the case record		Phase 1
	12) Supplemental Narratives; Complaint J-One platform, Form/Report Templates		Critical/1st Rollout	
	SA Response	Arrest Module will support supplemental narratives and form/report templates as noted in requirement 14. Specific integration with J-One platform is not included in scope for this requirement, but form/report templates can be used to merge a complaint template with key data from an Arrest record.		Phase 2
	13) Images/videos – Must possess upload capabilities		Critical/1st Rollout	
	SA Response	Images/videos can be uploaded as attachments to a case record		Phase 1
	14) Body Camera footage		Critical/1st Rollout	
	SA Response	Files containing body camera footage can be uploaded as attachments to a case record		Phase 1
	15) Errors – Ability to flag NIBRIS Errors		Critical/1st Rollout	
	SA Response	Fields required by NIBRS reporting can be configured with rules to identify them as a NIBRS error if not completed.		Phase 1

Req#	Requirement		Importance	Phase
	16) Court – Logging of all court arraignments/hearings w/Reminders		Critical/1st Rollout	
	SA Response	See requirement #10.		Phase 2
	17) Internal Tracking/ Flagging within the dashboard.		Critical/1st Rollout	
	SA Response	List views can be configured with basic sorting/filtering based on fields in the module. However, complex logic is not available within list views. Tracking/flagging with additional logic or actions is out of scope for this SOW.		Future Phase
14	**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.** ***Example of each form/report? What data fields are necessary for the templates? How many different types of individual templates are there? Names of each?***		Important/ 2nd Rollout	
	SA Response	Templates allow users to prepare reports with merged data from the RMS system. Reports can be saved, downloaded, and associated with a case record. Templates can be configured		Phase 2
15	**Create an Interface to all external systems/tools/databases used in performing the job duties of Enforcement. This includes:**		Important/ 2nd Rollout	
	NH State Licensing Database (MLO/MLO 1)		Important/ 2nd Rollout	
	SA Response	See requirement #2.3		Phase 2
	D365		Important/ 2nd Rollout	
	SA Response	See requirement #1		Future Phase
	J-One Justice Information Bureau		Important/ 2nd Rollout	

Req#	Requirement		Importance	Phase
	SA Response	Requirements for the integration are not available at this time. However, SA has estimated 1 sprint to account for the anticipated scope of this interface in a future phase. Please note that the actual number of sprints required may be different once integration requirements are defined. SA will inform NHLC if a change order will be required upon review of the requirements.		Phase 2
	Any additional data repositories or law enforcement applications *(TBD)*		Important/ 2nd Rollout	
	SA Response	Requirements for these integrations are not available at this time. As such, these items are out of scope for this SOW.		Future Phase
16	**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:**		Important/ 2nd Rollout	
	SA Response	Users will be able to perform enforcement activities through the mobile interface, as well as update licensee data.		Phase 2
	1) Access to all Licensee/Broker information		Important/ 2nd Rollout	
	SA Response	Location master index will be available via mobile device.		Phase 2
	2) Documentation of reason for visit		Important/ 2nd Rollout	
	SA Response	Users will be able to create and edit call records via mobile device, including entering the reason for a location visit.		Phase 2
	3) Upload capabilities of Investigations, Evidence, Forms, Images, Video, etc.		Important/ 2nd Rollout	
	SA Response	Users will be able to upload attachments via mobile device.		Phase 2
	4) Historical data for violations, inspections, purchase history, acquisition date of license, Licensee Training information, etc.		Important/ 2nd Rollout	

Req#	Requirement		Importance	Phase
	SA Response	Users will be able to access license information from a mobile device.		Phase 2
	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.		Important/ 2nd Rollout	
	SA Response	All system records will be accessible via mobile devices		Phase 2
	6) Execution of all functionalities should be seamless to the user whether remotely in the field or in the office.		Important/ 2nd Rollout	
	SA Response	User experience on mobile devices such as tablets will be optimized to allow NHLC staff to perform the same activities in the field as in the office.		Phase 2
17	**Ability to upload all types of documentation mediums including Forms, Excel, Word, PDF, Images and Video evidence.**		Critical/1st Rollout	
	SA Response	Users are able to attach files to records.		Phase 1
18	**Ability to print off a copy of the incident report(s) whether a full report or a redacted version.**		Important/ 2nd Rollout	
	SA Response	Requirements for redacted versions will need to be identified during requirements gathering (i.e., which fields must be excluded from which reports under which circumstances).		Phase 2
19	**Ability to download data from databases in to Excel format.**		Important/ 2nd Rollout	
	SA Response	Included in base functionality		Phase 1
20	**Automation of duties that are currently inadequate, antiquated, manually intensive or non-user friendly.**		Important/ 2nd Rollout	

Req#	Requirement		Importance	Phase
	SA Response	After several discussions with NHLC leadership regarding current user interface and processes, SA has a good understanding of many ways to automate and improve the user experience, allowing users to work more efficiently and spend less time on data entry.		Phase 1/2/ Future Phases
21	**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.**		Critical/1st Rollout	
	SA Response	SA will confirm compliance with FBI CJIS security policies and verify compliance with NHLC as part of this implementation.		Phase 1
22	**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.**		Critical/1st Rollout	
	SA Response	With input from NHLC during the project, SA will identify which RMS fields map to each NIBRS field, and implement field validation rules according to NIBRS requirements.		Phase 1
23	**The system must have a role based security model to control user access to features and data throughout the system. This includes the ability to easily limit access to sensitive case information, names related to confidential cases and Internal Affairs related issues.**		Critical/1st Rollout	
	SA Response	Platform uses a role-based security model which will be configured in Phase 1. Specific data fields with role-based access will need to be identified during requirements gathering phase. As additional modules are deployed, role-based security will be updated as needed.		Phase 1/2/ Future Phases
24	A user customizable dashboard is require to display the following:		Nice to Have/Later Rollout	
	SA Response	User customizable dashboards are out of scope for this SOW. However, base functionality allows users to create these lists individually, which will provide some of this functionality starting in Phase 1.		Future Phase
	1. Cases not assigned for investigation.		Nice to Have/Later Rollout	

Req#	Requirement		Importance	Phase
	SA Response	User customizable dashboards are out of scope for this SOW. However, it may be possible to partially meet this requirement by configuring a list of cases where no investigator is assigned		Future Phase
	2. Case follow-up.		Nice to Have/Later Rollout	
	SA Response	User customizable dashboards are out of scope for this SOW. In a future phase, requirements analysis will be needed to determine what parameters identify a case as needing follow-up.		Future Phase
	3. Aging case report listed by age range, days, weeks, months, years.		Nice to Have/Later Rollout	
	SA Response	User customizable dashboards are out of scope for this SOW. However, it may be possible to partially meet this requirement by configuring a list of open cases, grouped by number of open days, weeks, months, or years.		Future Phase
	4. Assigned cases – Open cases by investigator and current status.		Nice to Have/Later Rollout	
	SA Response	User customizable dashboards are out of scope for this SOW. However, it may be possible to partially meet this requirement by configuring a list of open cases, grouped by investigator and then current status.		Future Phase
	5. Pending cases assignment activity with follow-up alerts (ie; Overdue, case assignment, and task assignment).		Nice to Have/Later Rollout	
	SA Response	User customizable dashboards are out of scope for this SOW. In a future phase, requirements analysis will be needed to determine what parameters identify a case as needing follow-up.		Future Phase

System Automation
Enabling Responsive Government

Attachment 2: SA Standard Support Process

Helpdesk and phone support will be provided by System Automation's Service Delivery Team (SDT) which is located at SA's office in Columbia, MD. The following table provides standard support hours and describes the channels (phone, email, web, etc.) that can be used to engage Customer Support.

	Extended Business Hours	Non-Business Hours	
Hours	7:00AM - 6:00PM (EST)	6:00PM - 7:00AM (EST)	24 hours
Days	Monday - Friday	Monday - Friday	Saturday - Sunday
Critical (C1) Issues Response Time	1 hour	4 hours	
Non-critical Issues Response Time	1 hour	Next Business Day	

SA will use the following process for managing incoming support issues and managing the escalation of highly technical issues received by NHLC:

Step 1 - Each agency has a maximum of two dedicated internal representatives that are authorized to contact SA. These NHLC representatives can contact the SDT via phone, email, or the web.

Step 2 – If the incident submitted is a C-1 (critical incident) and is received between the hours of 7 AM – 6 PM, the SDT will acknowledge the receipt of the issue within 1 hour and seek to resolve the issue as fast as possible. Lower criticality issues will be acknowledged within 3 hours if submitted during the same timeframe and by the next business day when received outside of normal business hours. The acknowledgement will be either via email or phone.

Step 3 - The SDT will attempt to replicate the problem using the client's data and product version. Should replication of the incident prove difficult the SDT will work with NHLC to reproduce and resolve the issue.

Step 4 - The SDT will identify if the problem exists within the application, the database, or the network. If the SDT determines the problem can be corrected via training,

setup, or other non-code related solutions, the SDT will work with NHLC to apply the solution.

Step 5 - If the SDT cannot determine the source of the problem, or if the problem requires significant time to debug, or if the problem is determined to be code or database related, the issue will be escalated to our Tier 3 support team including implementation specialists and database administrators for further analysis. The SDT will still maintain the communication with NHLC and keep the affected parties updated on an hourly basis.

Step 6 – For critical issues that cannot be solved through explanation or training, SA will escalate the incident to our Tier 2 level (product specialists), the acknowledged technical experts on the SA product line. Product Specialists will work with the SDT and NHLC to identify the source of the problem and to suggest possible resolutions.

Step 7 - Should the problem require a coding change, the Core Development Team (CDT) will develop the requirements and work with the SDT to assure the prompt resolution of the issue. If the problem were deemed to be a major issue, an emergency patch release would occur that would fix the problem. Otherwise, the defect would be fixed in the next standard quarterly release.

Our relationship with clients begins at the project kickoff meeting and continues throughout our maintenance and support contract period. In delivering this customer service, our emphasis is on extending the close partnership that was developed during the initial implementation.

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: **0006236609**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of May A.D. 2023.

David M. Scanlan

Secretary of State

System Automation
Enabling Responsive Government

7110 Samuel Morse Drive
Columbia, MD 21046
(301) 837-8000
fax (301) 837-8001
www.systemautomation.com

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 February 26, 2023, 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: 05/24/2023 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	CONTACT NAME:	
Spero Insurance Agency	PHONE (A/C, No, Ext): (410) 602-7723	FAX (A/C, No): (410) 602-5247
1866 Reisterstown Rd	E-MAIL ADDRESS: CERTS@SPEROINSURANCE.COM	
Baltimore MD 21208	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Ins Co	36161
INSURED	INSURER B: The Standard Fire Insurance Company	19070
SYSTEM AUTOMATION CORPORATION	INSURER C:	
7110 SAMUEL MORSE DR STE 100	INSURER D:	
	INSURER E:	
COLUMBIA MD 21046-3436	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZLP-61N20232	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA7S050446	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP-7S055602	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-7S051676	01/01/2023	01/01/2024	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 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

Nicole Spero