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

Denis Goulet
 Commissioner

September 7, 2023

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

REQUESTED ACTION

Authorize the Department of Information Technology for the benefit of the Department of Safety (DOS), to enter into a **sole source** contract amendment with Coforge Inc. (Vendor #165248) Princeton, NJ, by increasing the price limitation by \$1,020,857.00, from \$9,888,000.00 to \$10,908,857.00 with no change to the completion date to procure technical support services and VPN network support of applications used by the Division of State Police to support the Justice Information Bureau (JIB) effective upon Governor and Council approval through August 31, 2027. The contract was originally approved by Governor and Council on August 17, 2022, Item #27, and amended by Amendment A on September 21, 2022, Item # 39, and Amendment B on March 22, 2023, Item #38. Source of funds for SFY 24: 100% Intra Agency transfers. SFY25 through SFY27 DoIT Agency Source of Funds (Transfer from DOS): 18% Agency, 66% General Fund, 16 % Highway.

Funds are available in the following account for State Fiscal Years 2024 and 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027 upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

CAT#-DEPT#-AGENCY#- ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	SFY 2024	SFY 2025	SFY 2026	SFY 2027	TOTAL
02-03-23-234010-22110000 Dept. of Safety – Div. of State Police – Hwy Safety Equip Training Grants 046-500465 – IT Consultants	\$186,857.00				\$186,857.00
01-03-03030010-76230000- DOIT-IT for DOS 046-500465 – It Consultants		\$264,000.00	\$278,000.00	\$292,000.00	\$834,000.00
GRAND TOTAL					\$1,020,857.00

EXPLANATION

This request is Sole Source because the Department is adding funding and increasing the price limitation by more than 10% of the original contract, which was originally competitively bid. The purpose of the amendment is to extend existing technical support services and VPN network support of applications in support of the Justice Information Bureau through the end of the contract in SFY27. The Justice Information Bureau which includes electronic citations (E-Citations) and the electronic crash records management system (E-Crash). The VPN is the communications backbone of the criminal justice system in the State which links users at municipalities, counties, courts and correctional facilities to state agencies in the system. The technical support services and VPN network support is grant funded through the end of SFY24. Since the grant will be ending at the end of SFY24, the technical and VPN network support will be funded by operating budget through the term of contract ending in SFY27. The funding for SFY24 will be an Office of Highway Safety grant for new connections. Funding for SFY26 through SFY27 will be by the DoIT operating budget for new connections and ongoing support. By funding the resource through the term of the contract with the DoIT operating budget the resource will not be limited to working only on those projects authorized by the grant funds going forward.

The Department of Information Technology requests approval of this project agreement with Coforge Inc.

Respectfully submitted,



Denis Goulet
Commissioner DOIT



Robert L. Quinn
Commissioner of Safety

DG/RA
DoIT Project Number: 2022-036C
RID: 80489 (69685)



STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY

DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES:

DOS 2022-036/DoIT 2022-036

CONTRACT AMENDMENT C

**DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY
DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES
DOS 2022-036/DoIT 2022-036
CONTRACT AMENDMENT C**

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP.DOS 2022-036, on August 17, 2022, Item #27, (herein after referred to as the "Agreement"), Coforge Inc. (Contractor #165248; hereinafter referred to as "Contractor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Contractor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the contract price in the amount of \$1,020,857.00, from a contract amount of \$9,888,000.00 to a total contract amount of \$10,908,857.00;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by \$1,020,857.00 from \$9,888,000.00 to \$10,908,857.00.
2. The Agreement is further amended as described in Table 1:

TABLE 1: AMENDMENT DETAILS	
Exhibit C Price and Payment Schedule	AMENDED TEXT
Section Number 9.3 Contractor Annual Total Cost Worksheet	The table below details total annual cost for contractor resources by resource type for the initial contract term of State Fiscal Years 2023 through 2027 for a total initial contract term cost of \$9,558,000.00. The table also details total annual cost for the two optional contract extensions for State Fiscal Years of 2028 and 2029:

**DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY
DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES
DOS 2022-036/DoIT 2022-036
CONTRACT AMENDMENT C**

Position Title	SFY 2023	SFY 2024	SFY 2025	SFY 2026	SFY 2027	SFY 2028 (Optional)	SFY 2029 (Optional)
Project Manager: Application Architect	\$290,000	\$304,000	\$320,000	\$336,000	\$352,000	\$370,000	\$388,000
VPN Network Support Technician 1	\$240,000	\$252,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 1	\$240,000	\$252,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 2	\$240,000	\$252,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 3	\$240,000	\$252,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 4	\$240,000	\$252,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
VPN Network Support Technician 2	\$196,000	\$230,857	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 5			\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 6	\$94,300	\$70,700					
Application Developer 7	\$94,300	\$70,700					
Total Yearly Cost	\$1,874,600	\$2,188,257	\$2,168,000	\$2,282,000	\$2,396,000	\$2,512,000	\$2,442,000

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
DOS 2022-036/DoIT 2022-036	Original Contract	August 17, 2022, Item #27	August 31, 2027	\$9,382,000.00
Amendment A	Increase Price Limitation	September 21, 2022, Item #39	August 31, 2027	\$176,000.00
Amendment B	Increase Price Limitation	March 22, 2023, Item #38	August 31, 2027	\$330,000.00
Amendment C	Increase Price Limitation	TBD	August 31, 2027	\$1,020,857.00
CONTRACT TOTAL				\$10,908,857.00

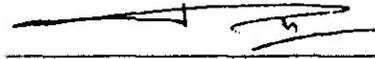
State of NH Contract
Date: 09/07/2023
Contractor's Initials *K*
Page

**DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY
DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES
DOS 2022-036/DoIT 2022-036
CONTRACT AMENDMENT C**

CONTRACTOR

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

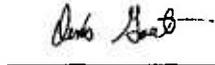
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Date: 09/07/2023

Ritesh Agrawal, Associate Vice President, Finance
Coforge Inc.

STATE OF NEW HAMPSHIRE

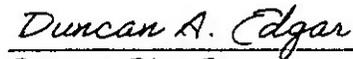


Date: September 7, 2023

Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General



Date: September 7, 2023

Duncan A. Edgar, Esq.
State of New Hampshire, Department of Justice

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration

State of NH Contract

Date: 09/07/2023

Contractor's Initials 

Page

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 COFORGE, INC. is a Georgia Profit Corporation registered to transact business in New Hampshire on October 03, 2008. 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: 603245

Certificate Number: 0006318002



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of September A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

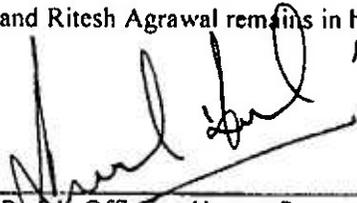
I, Ruchi Kulhari, do hereby certify that:

1. I am a duly elected Executive Vice President – Human Resources of Coforge Inc (Erstwhile NIIT Technologies Inc).
2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.

RESOLVED: That the Associate Vice President, Finance,

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. Ritesh Agrawal is the duly elected Associate Vice President, Finance, of the Corporation. He took this position on April 1st, 2019.
4. The forgoing resolution has not been amended or revoked, and Ritesh Agrawal remains in his position as Associate Vice President, Finance as of 09-07-2023



Chief People Officer – Human Resources
Coforge Inc (Erstwhile NIIT Technologies Inc.)

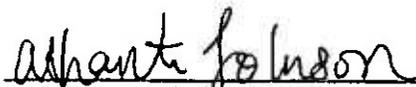
STATE OF New Jersey

County of Mercer

The foregoing instrument was acknowledged before me this 7 day of

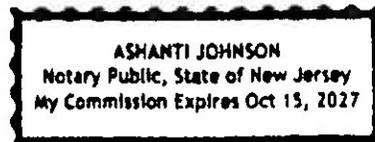
September, 2023, by Ruchi Kulhari

(NOTARY SEAL)



Notary Public / Justice of the Peace

Commission Expires: 10/15/2027



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

Denis Goulet
Commissioner

February 23, 2023

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

REQUESTED ACTION

Authorize the Department of Information Technology, for the benefit of the Department of Safety (DOS), to amend an existing contract with Coforge Inc. (Vendor #165248) of Princeton, NJ, by increasing the price limitation by \$330,000.00, from \$9,558,000.00 to \$9,888,000.00, with no change to the completion date, for an additional application development resource to support development of the Gunline Portal as part of enhanced services provided by the Department of Safety Justice Information Bureau, effective upon Governor and Council approval through August 31, 2027. The contract was originally approved by Governor and Council on August 17, 2022, Item #27 and amended on September 21, 2022, Item #39. Source of Funds: 100% Federal Revenue Transfer from Other Agency.

Funds are available in the following account for State Fiscal Years 2023 and 2024 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified without approval from Governor and Council.

CAT#-DEPT#-AGENCY#-ACTIVITY#- ACCTG UNIT#-DEPT-NAME-AGENCY NAME-ACCTG UNIT-NAME CLASS CODE-ACCOUNT CODE-CLASS TITLE	SFY 2023	SFY 2024	TOTAL
02-23-23-234010-33450000 Dept. of Safety - Div. of State Police - NH DOT & DOJ Grants 502664-103 Contracts for Operational Services	\$188,600.00	\$141,400.00	\$330,000.00

EXPLANATION

The purpose of the amendment is to add an additional development resource to commence work on the Gunline Portal that will provide Federal Firearms Dealers the ability to

submit and receive the results of background checks for purchasers electronically with the Department of Safety Justice Information Bureau. The portal will provide enhanced service to both the Federal Firearms Dealers and the general public in the form of a streamlined background check process for firearm purchases.

The Department of Information Technology requests approval of this project agreement with Coforge Inc.

Respectfully submitted,



Denis Goulet
Commissioner DOIT



Robert L. Quinn
Commissioner of Safety

DG/ik
DoIT Project Number: 2022-036B
RID: 69685 (orig)



STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY

DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES:

DOS 2022-036/DoIT 2022-036

CONTRACT AMENDMENT B

**DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY
 DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES
 DOS 2022-036/DoIT 2022-036
 CONTRACT AMENDMENT B**

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP DOS 2022-036, on August 17, 2022, Item #27, (herein after referred to as the "Agreement"), Coforge Inc. (Vendor #165248), (hereinafter referred to as "Contractor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"); certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the contract price in the amount of \$ 330,000.00, from a contract amount of \$9,558,000.00 to a total contract amount of \$ 9,888,000.00;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by \$330,000.00 from \$9,558,000.00 to \$ 9,888,000.00.
2. The Agreement is further amended as described in Table 1:

TABLE 1: AMENDMENT DETAILS	
Exhibit C Price and Payment Schedule	AMENDED TEXT
Section Number 9.3 Contractor Annual Total Cost Worksheet	The table below details total annual cost for contractor resources by resource type for the initial contract term of State Fiscal Years 2023 through 2027 for a total initial contract term cost of \$ 9,888,000.00. The table also details total annual cost for the two optional contract extensions for State Fiscal Years of 2028 and 2029:

**DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY
DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES
DOS 2022-036/DoIT 2022-036
CONTRACT AMENDMENT B**

Position Title	8FY 2023	8FY 2024	8FY 2025	8FY 2026	8FY 2027	8FY 2028 (Optional)	8FY 2029 (Optional)
Project Manager/Application Architect	\$290,000	\$304,000	\$320,000	\$334,000	\$352,000	\$370,000	\$388,000
VPN/Network Support Technician 1	\$240,000	\$251,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 1	\$240,000	\$251,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 2	\$240,000	\$251,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 3	\$240,000	\$251,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 4	\$240,000	\$251,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
VPN/Network Support Technician 2	\$196,000	\$44,000					
Application Developer 5		\$251,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 6	\$94,300	\$70,700					
Application Developer 7	\$94,300	\$70,700					
Total Yearly Cost	\$1,874,600	\$2,061,400	\$1,984,000	\$2,004,000	\$2,184,000	\$2,306,000	\$2,326,000

TABLE 2: CONTRACT HISTORY				
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
DOS 2022-036/DoIT 2022-036	Original Contract	August 17, 2022, Item #27	August 31, 2027	\$9,382,000.00
Amendment A	Increase Price Limitation	September 21, 2022, Item #39	August 31, 2027	\$176,000.00
Amendment B	Increase Price Limitation	TBD	August 31, 2027	\$ 330,000.00
(CONTRACT TOTALS)				\$9,888,000.00

State of NH Contract
Date: 02/22/23
Contractor's Initials
Page

DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY
DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES
DOS 2022-036/DoIT 2022-036
CONTRACT AMENDMENT B

CONTRACTOR

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

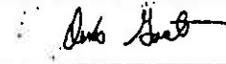
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Date: 02/22/23

Ritesh Agrawal, Associate Vice President, Finance
Coforge Inc.

STATE OF NEW HAMPSHIRE

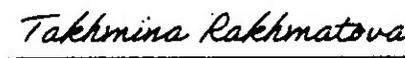


Date: 2/23/2023

Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General



Date: 3/2/2023

State of New Hampshire, Department of Justice

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration

State of NH Contract

Date: 02/22/23

Contractor's Initials 

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

Denis Goulet
Commissioner

February 22, 2023

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

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Coforge, Inc., as described below and referenced as DoIT No. 2022-036B.

The purpose of this request is to add an additional development resource to commence work on the Gunline Portal that will provide Federal Firearms Dealers the ability to submit and receive the results of background checks for purchasers electronically with the Department of Safety Justice Information Bureau.

The Total Price Limitation will be increased by \$330,000 for a new Total Price Limitation of \$9,888,000, effective upon Governor and Council approval through the original completion date of August 31, 2027.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/jd
DoIT #2022-036B
RID #69685

cc: Mark Stewart, IT Manager

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 COFORGE, INC. is a Georgia Profit Corporation registered to transact business in New Hampshire on October 03, 2008. 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: 603245

Certificate Number: 0006125776



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of February A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

I, Ruchi Kulhari, do hereby certify that:

1. I am a duly elected Executive Vice President – Human Resources of Coforge Inc (Erstwhile NIIT Technologies Inc).

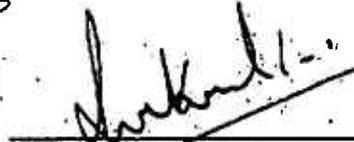
2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.

RESOLVED: That the Associate Vice President, Finance,

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. Ritesh Agrawal is the duly elected Associate Vice President, Finance, of the Corporation. He took this position on April 1st, 2019.

4. The forgoing resolution has not been amended or revoked, and Ritesh Agrawal remains in his position as Associate Vice President, Finance as of 02/22/2023



Executive Vice President – Human Resources
Coforge Inc (Erstwhile NIIT Technologies Inc.)

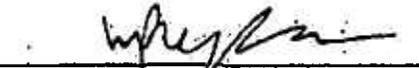
STATE OF New Jersey

County of Mercer

The foregoing instrument was acknowledged before me this 22 day of

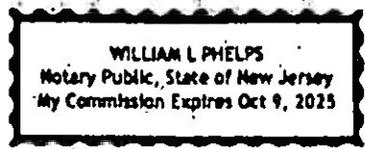
February, 2023, by Ruchi Kulhari

(NOTARY SEAL)



Notary Public / Justice of the Peace

Commission Expires: 10-09-2025



Client#: 1793767

COFORLIM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 1 Concourse Pkwy NE Suite 700 Atlanta, GA 30328	CONTACT NAME: Bryan Andrew PHONE (A/C, No, Ext): 404 923-3700 FAX (A/C, No): E-MAIL ADDRESS: bryan.andrew@usi.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Hartford - WC Multiple Issuing Coa</td> <td>00914</td> </tr> <tr> <td>INSURER D: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER E: Hartford Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Hartford - WC Multiple Issuing Coa	00914	INSURER D: Twin City Fire Insurance Company	29459	INSURER E: Hartford Insurance Company	27120	INSURER F:
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INSURER B: Hartford Casualty Insurance Company	29424													
INSURER C: Hartford - WC Multiple Issuing Coa	00914													
INSURER D: Twin City Fire Insurance Company	29459													
INSURER E: Hartford Insurance Company	27120													
INSURER F:														
INSURED Coforge, Inc. 502 Carnegie Center Suite 301 Princeton, NJ 08541														

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20UUNE16257	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		20UENE16244	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		20XHUE16045	04/01/2022	04/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	20WEAR4G8W	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional/E&O		20TE044512022	04/01/2022	04/01/2023	\$5,000,000
E	Fiduciary		20KB043747022	04/01/2022	04/01/2023	\$2,000,000
E	Crime		20KB043747022	04/01/2022	04/01/2023	\$5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Dept of Inf Tech, Denis Goulet, 27 Hazen Dr. Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula B. Bulman</i>
--	---

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

Denis Goulet
 Commissioner

September 1, 2022

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

REQUESTED ACTION

Authorize the Department of Information Technology and the Department of Safety (DOS), to amend an existing contract with Coforge Inc. (Vendor #165248) 502 Carnegie Center Drive Princeton, NJ, by increasing the price limitation by \$176,000.00, from \$9,382,000.00 to \$9,558,000.00, with no change to the completion date, for technical support services for additional application implementation and network support of existing Department of Safety (DOS) projects effective upon Governor and Council approval through August 31, 2027. The contract was originally approved by Governor and Council on August 17, 2022; Item #27. Source of Funds: Intra Agency Transfers 100%

Funds are available in the following account for State Fiscal Year 2023. Funds in 2024 are anticipated to be available upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified without approval from Governor and Council.

CA#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT-NAME-AGENCY-NAME-ACCTG UNIT-NAME	SFY-2023	SFY-2024	TOTAL
CLASS:CODE-ACCOUNT:CODE-CLASS: TITLE			
02-03-23-234010-22110000 Dept. of Safety – Div. of State Police – Hwy Safety Equip Training Grants 046-500465 – IT Consultants	\$132,000.00	\$44,000.00	\$176,000.00

EXPLANATION

The purpose of the amendment is to extend an existing consulting VPN/Network Support Specialist staff resource to ensure continued technical support services for deploying a VPN solution in support of the Justice Information Bureau which includes electronic citations (E-Citations) and the electronic crash records management system (E-Crash). The VPN is the

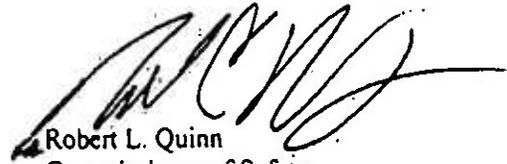
communications backbone of the criminal justice system in the State which links users at municipalities, counties, courts and correctional facilities to state agencies in the system. The position is grant funded and the federal pass-through grant was recently awarded.

The Department of Information Technology requests approval of this project agreement with Coforge Inc.

Respectfully submitted,



Denis Goulet
Commissioner DOIT



Robert L. Quinn
Commissioner of Safety

DG/RA
DoIT Project Number: 2022-036
RID: 69685



STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY

DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES:

DOS 2022-036/DoIT 2022-036

CONTRACT AMENDMENT A

**DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY
DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES
DOS 2022-036/DoIT 2022-036
CONTRACT AMENDMENT A**

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP DOS 2022-036, on August 17, 2022, Item #27, (herein after referred to as the "Agreement"), Coforge Inc. (Vendor #165248), (hereinafter referred to as "Contractor" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to increase the contract price in the amount of \$176,000.00, from a contract amount of \$9,382,000.00 to a total contract amount of \$9,558,000.00;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by \$176,000.00 from \$9,382,000.00 to \$9,558,000.00.
2. The Agreement is further amended as described in Table 1:

TABLE 1: AMENDMENT DETAILS	
Exhibit C Price and Payment Schedule	AMENDED TEXT
Section Number 9.3 Contractor Annual Total Cost Worksheet	The table below details total annual cost for contractor resources by resource type for the initial contract term of State Fiscal Years 2023 through 2027 for a total initial contract term cost of \$9,558,000.00. The table also details total annual cost for the two optional contract extensions for State Fiscal Years of 2028 and 2029:

**DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY
DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES
DOS 2022-036/DoIT 2022-036
CONTRACT AMENDMENT A**

Position Title	SFY 2023	SFY 2024	SFY 2025	SFY 2026	SFY 2027	SFY 2028 (Optional)	SFY 2029 (Optional)
Project Manager/Application Architect	\$290,000	\$304,000	\$320,000	\$336,000	\$352,000	\$378,000	\$404,000
VPN/Network Support Technician 1	\$248,000	\$252,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 1	\$240,000	\$252,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 2	\$240,000	\$252,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 3	\$240,000	\$252,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Application Developer 4	\$240,000	\$252,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
VPN/Network Support Technician 2	\$196,000	\$44,000					
Application Developer 5		\$252,000	\$264,000	\$278,000	\$292,000	\$306,000	\$322,000
Total Yearly Cost	\$1,686,000	\$1,860,000	\$1,904,000	\$2,094,000	\$2,164,000	\$2,306,000	\$2,320,000

Exhibit G
Attachments

Section 1.
Attachments c.

c. Attachment 3 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

1. During the performance of this contract/funding agreement, the contractor/funding recipient agrees:
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
2. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the

State of NH Contract
Date: 8/30/22
Contractor's Initials
Page

**DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY
DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES**

**DOS 2022-036/DoIT 2022-036
CONTRACT AMENDMENT A**

	<p>Federal award must contain provisions covering the following, as applicable.</p> <ul style="list-style-type: none"> a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. b. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
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TABLE 2: CONTRACT HISTORY				
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
DOS 2022-036/DoIT 2022-036	Original Contract	August 17, 2022, Item #27	August 31, 2027	\$9,382,000.00
CONTRACT TOTAL				\$9,382,000.00

State of NH Contract
Date: 8/30/22
Contractor's Initials N
Page

DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION TECHNOLOGY
DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES
DOS 2022-036/DoIT 2022-036
CONTRACT AMENDMENT A

CONTRACTOR

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Date: 08/30/2022

Ritesh Agrawal, Associate Vice President, Finance
Coforge Inc.

STATE OF NEW HAMPSHIRE



Date: 9/1/2022

Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General

Date: _____

State of New Hampshire, Department of Justice

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration

State of NH Contract

Date: 8/30/22

Contractor's Initials 

Page

5 of 5

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 COFORGE, INC. is a Georgia Profit Corporation registered to transact business in New Hampshire on October 03, 2008. 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: 603245

Certificate Number: 0005853741



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of August A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

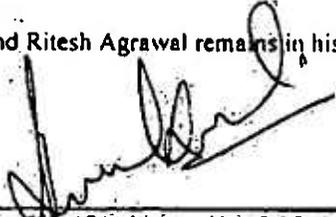
I, Ruchi Kulhari do hereby certify that:

1. I am a duly elected Senior Vice President – Human Resources of Coforge Inc (Erstwhile NIIT Technologies Inc).
2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.

RESOLVED: That the Associate Vice President, Finance,

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. Ritesh Agrawal is the duly elected Associate Vice President, Finance, of the Corporation. He took this position on April 1st, 2019.
4. The forgoing resolution has not been amended or revoked, and Ritesh Agrawal remains in his position as Associate Vice President, Finance as of _____



Executive Vice President – Human Resources
Coforge Inc (Erstwhile NIIT Technologies Inc.)

STATE OF New Jersey

County of Mercer

The foregoing instrument was acknowledged before me this 30 day of

August, 2022, by Ruchi Kulhari

(NOTARY SEAL)



Notary Public Justice of the Peace

Commission Expires: 10-09-2025

WILLIAM L. PHELPS
Notary Public, State of New Jersey
My Commission Expires Oct 9, 2025

Client#: 1793767

COFORLIM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 1 Concourse Pkwy NE Suite 700 Atlanta, GA 30328	CONTACT NAME: Bryan Andrew PHONE (A/C, No, Ext): 404 923-3700 E-MAIL ADDRESS: bryan.andrew@usi.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Coforge, Inc. 502 Carnegie Center Suite 301 Princeton, NJ 08541	INSURER A: Hartford Fire Insurance Company	NAIC # 19882
	INSURER B: Hartford Casualty Insurance Company	29424
	INSURER C: Hartford - WC Multiple Issuing Cos	00914
	INSURER D: Twin City Fire Insurance Company	29459
	INSURER E: Hartford Insurance Company	27120
	INSURER F:	

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

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

INSTR LTR	TYPE OF INSURANCE	ADDL INSR	INSR	Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				20UUNE16257	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$50,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				20UENE16244	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0				20XHUE16045	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				20WEAR4G6W	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional/E&O				20TE044512022	04/01/2022	04/01/2023	\$5,000,000
E	Fiduciary				20KB043747022	04/01/2022	04/01/2023	\$2,000,000
E	Crime				20KB043747022	04/01/2022	04/01/2023	\$5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Dept of Inf Tech, Denis Goulet, 27 Hazen Dr. Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula B. Birlman</i>
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AUG03'22 PM 2:01 RCVD

27 MLC



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

Denis Goulet
 Commissioner

July 19, 2022

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

REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) and Department of Safety (DOS) to enter into a contract with Coforge Inc. (Vendor #165248) in the amount of \$9,382,000.00 to procure technical consulting services the Division of Motor Vehicle Registration and Title System, Municipal Agent Automation Project (MAAP), as well as the applications used by the Division of State Police to support the Justice Information Bureau (JIB). The contract is for a five year term Effective upon Governor and Executive Council approval through August 31, 2027 with an option to extend for two (2) additional years at the sole option of the State and with Governor and Council approval. DoIT Agency Source of Funds (Transfer from DOS): 44% Other Funds, 45% General Fund, 11% Highway. DOS Agency Source of Funds: 100% Other Funds.

Funds are available in the following accounts for SFY 2023 and are anticipated to be available in SFY 2024 through SFY2027 upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

CAT#	DEPT#	AGENCY#	ACTIVITY#	ACTIVITY	SFY 2023	SFY 2024	SFY 2025	SFY 2026	SFY 2027
ACCTG UNIT#	DEPT NAME	AGENCY NAME	ACCTG UNIT NAME	CLASS	Code				
CLASS CODE	AGGOUNT CODE	CLASS	TITLE						
01-03-03030010-046-500465	76230000	DOIT-IT for DOS	IT Consultants	03230028	\$623,000	\$782,000	\$820,000	\$863,000	\$906,000
01-03-03030010-046-500465	76230000	DOIT-IT for DOS	IT Consultants	03230040	\$535,500	\$1,034,000	\$1,084,000	\$1,141,000	\$1,198,000
02-23-234010-046-500465	40190000	Criminal Records	IT Consultants		\$236,000				
02-23-234010-046-500465	50010000	Watercraft Safety	IT Consultants		\$157,500				
SUBTOTAL					\$1,554,000	\$1,816,000	\$1,904,000	\$2,004,000	\$2,104,000
GRAND TOTAL									\$9,382,000

EXPLANATION

This contract is the result of DOS-RFP 2022-036 – DMV MAAP and JIB Consulting Development Services that was issued on December 15, 2021 with a closing date of March 8, 2022. Coforge Inc. was the only respondent the RFP.

This contract will provide for the use of eight (8) consulting resources for State Fiscal Years 2023 through 2027 including one (1) Project Manager/Application Architect, four (4) Application Developers and one (1) VPN/Network Support Specialist. In addition one (1) additional Application Developer for Fiscal Years 2024 through 2027 and one (1) VPN/Network Support Specialist for partial SFY 2023. The Contractor resources will be responsible for all system development, maintenance and application support for the Division of Motor Vehicles MAAP system as well as JIB applications for the Department of Safety (DOS) as defined in DOS-RFP 2022-036 – DMV MAAP and JIB Consulting Development Services.

The Department of Information Technology requests approval of this contract agreement with Coforge Inc.

Respectfully submitted,



Denis Goulet
Commissioner, DOIT



Robert L. Quinn
Commissioner of Safety

DG/RA
DoIT Project Number: 2022-036
RID: 69685

The State used a scoring scale of 100 points. Points were distributed as follows:

Project Name: DOS RFP 2022-036 DMV MAAP and JIB Consulting Development Services

Evaluation Factor	Points Distribution	Received Proposals			
		Vendor 1		Vendor 2	
Adherence to Mandatory Requirements (Pass/Fail)		Pass			
Technical Proposal		Average Ranking	Point Score	Average Ranking	Point Score
Proposed Services to be Provided:					
Vendor Company and Service Experience:					
Financial Strength	2	3.43	2.37	0.00	0.00
Experience with Motor Vehicle Registration and Title Systems	3	3.86	2.31	0.00	0.00
Experience with Criminal Records Systems	3	3.71	2.23	0.00	0.00
Experience Interfacing with State and Federal Systems	3	3.57	2.10	0.00	0.00
Experience with State Laws and Regulations	3	3.43	2.06	0.00	0.00
Web Technology Experience	3	4.14	2.45	0.00	0.00
Management of System Development	3	3.86	2.31	0.00	0.00
Subtotal: Vendor Company and Service Experience	20		14.91		0.00
Experience and Qualifications of IT Consultant Candidates					
Technical Experience	8	4.14	4.97	0.00	0.00
Project Experience	8	3.71	4.48	0.00	0.00
Interface Experience	4	3.57	2.86	0.00	0.00
Experience with Motor Vehicle Registration and Title Systems	6	4.29	5.14	0.00	0.00
Experience with Criminal Records Systems	6	4.43	5.11	0.00	0.00
Experience Interfacing with State and Federal Systems	6	3.71	4.46	0.00	0.00
Experience with State Laws and Regulations	6	3.29	3.94	0.00	0.00
Web Technology Experience	6	3.86	4.63	0.00	0.00
Management of System Development	4	-1.57	2.86	0.00	0.00
Subtotal: Experience and Qualifications of IT Consultant Candidates	50		29.41		0.00
Technical Proposal Score	70		53.54		0.00
		3.79		0.00	
Proposal Cost	30	3,182,000			
(lowest proposed cost/vendor's proposed cost) X maximum allocated points for proposal cost				30.00	
Total Score	100		83.54		0.00

Scoring Team	
Scorer Name	Position/Agency
Ronald Reed	IT Manager V, IT Lead / DoIT/ASD/DOS
Mark Stewart	IT Manager IV / DoIT/ASD/DOS
Jeffery Bond	Assistant Director/ DMV - Administration
Thomas Chagnon	IT Manager III / Department of Safety/DMV
Brittany Shute	Supervisor IV / DMV / Financial Responsibility



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

July 20, 2022

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

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with CoForge, Inc. of Princeton, NJ, as described below and referenced as DoIT No. 2022-036.

The purpose of this contract with CoForge, Inc. is to procure technical consulting services for the Division of Motor Vehicle Registration and Title System, Municipal Agent Automation Project (MAAP), as well as the applications used by the Division of State Police to support the Justice Information Bureau (JIB).

The amount of the contract is not to exceed \$9,382,000.00 and shall become effective upon the date of Governor and Executive Council approval through August 31, 2027.

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

Sincerely,

Denis Goulet

DG/RA
DoIT #2022-036
cc: Ronald Reed, IT Manager, DoIT



STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY/DEPARTMENT OF INFORMATION
TECHNOLOGY

DMV MAAP AND JIB CONSULTING DEVELOPMENT
SERVICES

DOS 2022-036/DoIT 2022-036

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY / DEPARTMENT OF INFORMATION TECHNOLOGY
DOS 2022-036/DoIT 2022-036 - DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES
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STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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

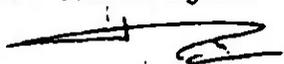
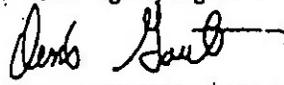
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology / Department of Safety		1.2 State Agency Address 27 Hazen Drive, Concord NH 03301 / 33 Hazen Drive, Concord NH 03305	
1.3 Contractor Name Coforge, Inc.		1.4 Contractor Address 502 Carnegie Center Drive Princeton, NJ 08540	
1.5 Contractor Phone Number (770) 290-6100	1.6 Account Number 01-03-03-030010-76230000-046-500465	1.7 Completion Date 08/1/2022	1.8 Price Limitation \$9,382,000.00
1.9 Contracting Officer for State Agency Department of Technology - Denis Goulet Department of Safety - Steven Lavoie		1.10 State Agency Telephone Number 603-223-5703 603-223-8020	
1.11 Contractor Signature  Date: 07/14/22		1.12 Name and Title of Contractor Signatory Ritesh Agrawal, AVP- Finance	
1.13 State Agency Signature  Date: 7/20/2022		1.14 Name and Title of State Agency Signatory Denis Goulet, Chief Information Officer, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>1st Stanis M. Mason</i> On: July 29, 2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the

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STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall

be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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.

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DOS 2022-036/DoIT 2022-036 - DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES
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12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording

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EXHIBIT A - SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.3 The Contract Term is for Five (5) years with a Completion Date of August 31, 2027, with the option to be extended up to Two (2) years(s), ("Extended Term") at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

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

5.5 The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

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

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

8.4 8.4 Subject to all applicable laws and regulation, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, and the Contractor's liability to the State shall not exceed one and half times (1.5x) of the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement—General Provisions*. Notwithstanding the foregoing, the limitation of liability in this section 8.4 shall not apply to the Contractor's indemnification obligations set forth in the *Contract Agreement—General Provisions* Section 13: *Indemnification* and confidentiality obligations in *Contract Agreement—*

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EXHIBIT A - SPECIAL PROVISIONS

General Provisions Section 10: Data/Access/Confidentiality/Preservation, which shall be unlimited.

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 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,

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EXHIBIT A - SPECIAL PROVISIONS

according to National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

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

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("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 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

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EXHIBIT A - SPECIAL PROVISIONS

- 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 such period of time as determined necessary by the State;
 - b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.
- A.7 Provision 14.1.1, Insurance; is deleted and replaced with the following:

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

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

25. FORCE MAJEURE

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

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

26. EXHIBITS/ATTACHMENTS

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

27. NON-EXCLUSIVE CONTRACT

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

28. GOVERNMENT APPROVALS

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

29. ORDER OF PRECEDENCE

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

- a. State of New Hampshire, DEPARTMENT OF SAFETY Contract Agreement DOS 2022-036
- b. State of New Hampshire, DEPARTMENT OF SAFETY DOS - RFP 2022-036 - DMV MAAP AND JIB CONSULTING DEVELOPMENT SERVICES

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c. Contractor Proposal Response to DOS - RFP 2022-036 - DMV MAAP AND
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30. WORK FOR HIRE

- 30.1 In performing its obligations under the Contract, the State and the Contractor shall agree that any work created or prepared by the Contractor's personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

31. WARRANTY

31.1 WARRANTY PERIOD

The warranty period for all services and personnel engaged under this Contract will be for the duration of the Contract period.

31.2 WARRANTIES

PROFESSIONAL SERVICES

The Contractor warrants that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

PERSONNEL

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

32. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

33. INTELLECTUAL PROPERTY

The State shall hold ownership, title, and rights in any Custom Application developed in connection with the performance of obligations under the Contract, or modifications to the application and their associated Documentation.

The Contractor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under the Contract.

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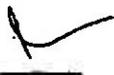
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34. IT REQUIRED WORK PROCEDURES

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

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BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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

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

1. STATEMENT OF WORK

Municipal Agent Automation Project (MAAP) represents a state-of-the-art Motor Vehicle Online Registration and Title System. The system was successfully implemented in 2005 and is used to perform vehicle registration, boat registration and title functions at Division of Motor Vehicles (DMV) headquarters, DMV substations, Department of Safety Business Office, 233 towns, and various boat marina locations across New Hampshire.

The Justice Information Bureau (JIB) includes core applications developed for the Division of State Police including the NH Criminal Records System, Public Criminal History Applicant Portal, NH Sex Offender Registry, Gun Line (background checks for firearm purchases) and Universal Charge Table (chargeable offences based on State Laws and RSA's). The Justice Information Bureau facilitates accurate and timely transmission of electronic data between the State Police, Division of Motor Vehicles, the NH Judicial Branch, participating local law enforcement agencies and Federal systems including the NCIC, NLETS and NIBRS. The systems are built utilizing a Java and Oracle-based systems which reside on Linux servers in the State data centers.

1.1 The Contractor shall provide a total of eight (8) IT personnel including:

- State Fiscal Years 2023 through 2027 - Six (6) consulting resources for including:
 - One (1) Project Manager/Application Architect
 - Four (4) Application Developers
 - One (1) VPN/Network Support Specialist
- Partial State Fiscal Year 2023
 - One (1) VPN/Network Support Specialist
- Fiscal Years 2024 through 2027;
 - One (1) additional Application Developer

1.2 Experience with the State's key systems will be critical to the successful employment of Contractor personnel, the Parties agree to minimal turnover of Contractor staff. Any changes to the Contractor's IT Consultant Staff shall require the prior written justification submitted by the Contractor, and prior written approval of the State. Contractor written justification will include replacement plans and estimated start date for replacement personnel. State approvals for changes in the Contractor's IT Consultant Staff will not be unreasonably withheld. Replacement IT Consultant Staff shall have comparable or greater skills with regard to performance of the work as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

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- 1.3 Notwithstanding any provision in the Contract, the State shall have the option to terminate the Contract, at its discretion, if the State is dissatisfied with any of the proposed IT consultants.
- 1.4 The State reserves the right to require removal or reassignment of the Contractor's IT Consultant Staff found unacceptable to the State.
- 1.5 These Contractor resources will be integrated into the Department of Safety Information Technology, Division of Motor Vehicles and Justice Information Bureau project teams and must adhere to all required project standards as well as the State-approved life cycle methodology. Contractor resources must accurately estimate the scope of their assigned work and provide that information to the Department of Information Technology, DMV and JIB Project Leaders on an as-needed basis. These resources will be required to act as business professionals and communicate effectively with all levels of users, Department of Safety, Division of Motor Vehicles, Justice Information Bureau and Department of Information Technology personnel.
- 1.6 The Contractor will be responsible for all system development, maintenance and application support for the MAAP and JIB Systems as defined in DOS - RFP 2022-036 - DMV MAAP and JIB Consulting Development Services: Appendix B - Business / Technical Requirements And Deliverables including but not limited to:

MAAP:

- | | |
|---------------------------------|---|
| - Core Modules | - System Interfaces |
| - Vehicle Registrations | - Vehicle Titles |
| - Boat Registrations | - E-Z Pass |
| - Boat Moorings | - Financials |
| - Maintaining High Availability | - Hardware/Software Infrastructure Management |
| - Storage Monitoring /Planning | - Performance Monitoring/Planning |
| - Release Coordination | - Troubleshooting |
| - Permissions Management | - Training Support |
| - Batch Processing | - Network Connectivity/VPN Support |
| - Reports | |

JIB:

- | | |
|------------------------------|-----------------------------------|
| - NH criminal Records System | - Public Criminal History Portals |
| - Sex Offender Registry | - Gun Line |
| - Universal Charge Table | - System Interfaces |

- 1.7 The Contractor will be responsible for development and support of future system enhancements, core modules and required development to support Federal or State regulatory or statutory changes as defined by the Department of Safety.

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2. BUSINESS / TECHNICAL REQUIREMENTS

Business and Technical Requirements are identified in Exhibit G: Attachment I

2.1 Compliance Requirements

2.1.1 New Hampshire Driver Privacy

All individuals assigned to the project must comply with New Hampshire Driver Privacy Laws in accordance with RSA 260:14.

2.1.2 Criminal Justice Information

- a. The Contractor and the System must comply with all of the security protocol, data security and other policies and procedures set forth in CJIS Security Policy V5.9 (June 1, 2020) and any future updates, revisions and/or replacements. The current CJIS Security Policy can be found at:
<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.
- b. Per the In Force CSP Section 5.12.1 Personnel Screening Requirements for Individuals Requiring Unescorted Access to Unencrypted CJI the State shall conduct criminal background checks of the Contractor's employees who hold access to CJI data. The Contractor shall not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have a record of any kind. If a record of any kind exists, access to CJI data shall not be granted until the State Chief Security Officer (CSO) or his/her designee reviews the matter to determine if access is appropriate.
- c. If the person already has access to CJI data and is subsequently arrested and or convicted, continued access to CJI data shall be determined by the CSO. This does not implicitly grant hiring/firing authority with the CSA, only the authority to grant access to CJI data. For offenses other than felonies, the CSO has the latitude to delegate continued access determinations to his or her designee.
- d. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees, agents, and subcontractors. The Contractor shall ensure that the Contractor's employees, agents, and subcontractors comply with CJIS Policy.

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

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the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and/or pursue its remedies at law and in equity.

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 without the authorization of the 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 Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

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

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

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

5. IMPLEMENTATION SERVICES

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

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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 Two (2) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

6.2.3 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.

6.2.4 The Contractors Additional Key Project Staff

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

Srikanth Kaushik
Technology Specialist

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.

6.2.5 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

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dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

6.3 The State Key Project Staff

6.3.1 The State Contract Manager

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

Ronald Reed
(603) 230-3019
Ronald.W.Reed@doit.nh.gov

6.3.2 The State Project Manager

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

Mark Stewart
(603) 230-3075
Mark.W.Stewart@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. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

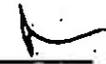
7. ACCEPTANCE & TESTING SERVICES

7.1 Testing and Acceptance

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

- 7.1.1 The Contractor shall bear all responsibilities for test planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor shall be responsible for all aspects the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.
- 7.1.2 The Test Plan shall reflect the needs of the Project. A separate Test Plan and set of test materials will be prepared for each software function or module.
- 7.1.3 All Testing and Acceptance (both business and technically oriented testing) shall apply to-testing the Solution as a whole, (e.g., hardware, software modules or

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functions, and Implementation(s)). This shall include, but not limited to, planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, User Acceptance Test, Day in the Life Test, and support of the State during User Acceptance Test and Implementation.

7.1.4 In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

7.1 Test Planning and Preparation

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

7.2.1 The Contractor shall provide oversight and management of all phases of the testing process, including user acceptance testing.

7.2.2 The Contractor shall provide documentation and testing tracking tools to record and manage issues, risks, change orders, requirements, and other documents used in the management of testing process.

7.2.4 The Contractor shall successfully perform functional testing and certify of all requirements prior to release to the State Project Team for user acceptance testing. This includes but not limited to:

- a. Change orders
- b. New functionality
- c. System Integration, interfaces with required third party systems.
- d. Reporting - Data Imports/Exports
- e. Conversion
- f. System upgrades
- g. Security upgrades and patching

7.2.5 The Contractor shall be responsible for the development comprehensive functional and user acceptance test plans and scripts that ensure the successful testing of system change orders and satisfies all conditions for the State's Project Team's testing, approval and acceptance.

7.3 State Project Team Testing and Acceptance

7.3.1 The State's Project team shall be responsible for scheduling and completing User Acceptance Testing in accordance with the Contractor Team's approved timelines.

7.3.2 The State Project Team's testing efforts shall validate and certify expected outcomes of the change request and/or business requirements in accordance with the Contract Team's approved test plan and scripts.

7.3.3 The Contractor shall provide technical assistance and oversight of the State Project Team's testing efforts.

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every attempt to respond as soon as possible with the expectation that the response be within 4 hours. The Contractor will resolve Severity Level 3 problems as quickly as possible, which on average should not exceed thirty business days.

d. Severity Level 4 is defined as a very minor problem or question that does not affect system function (for example, the text of a message is worded poorly or misspelled). The Contractor will work with New Hampshire to determine the appropriate turn-around time for Severity Level 4 problems.

e. Unusual Circumstances: Any issue/problem that may possibly endanger New Hampshire technical environment will receive immediate remedial action from the Contractor technical support staff with immediate notification to the New Hampshire IT staff.

8.3 Support Obligations

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

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

- a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:
 - i. nature of the Deficiency;
 - ii. current status of the Deficiency;
 - iii. action plans, dates, and times;
 - iv. expected and actual completion time;
 - v. Deficiency resolution information;
 - vi. resolved by;
 - vii. identifying number i.e. work order number; and
 - viii. issue identified by; and

- b. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
 - i. mean time between Reported Deficiencies with the Software;
 - ii. diagnosis of the root cause of the problem; and
 - iii. identification of repeat calls or repeat Software problems.

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

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measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.

- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

9.1 Data Location

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

9.2 Security Incident or Data Breach

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

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the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

9.3 Breach Responsibilities

- 9.3.1 This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- 9.3.2 The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 9.3.3 The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law; if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 9.3.4 Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the 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; and
 - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

10. SOFTWARE AGREEMENT

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

11. ADMINISTRATIVE SERVICES

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

12. MERCHANT CARD SERVICES

The Contractor shall provide the following Merchant Card Services:
PCI DSS Payment Application Data Security Standard (PA DSS)

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Whereas the Contractor provides a Commercial Off the Shelf (COTS) product used by the Department of Safety which transmits, processes or stores cardholder Data and therefore must meet PA-DSS validation requirements

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

The Contractor agrees to the following provisions:

- a. Contractor shall comply with all credit card brand rules, as applicable, in regards to their environment. The Contractor will work with the State if any non-compliance issues occur to ensure proper remediation of any non-compliance issues.
- b. Payment Card Industry Security Standards Council (PCI SSC) - Payment Application Data Security Standard (PA DSS) - As the Contractor's product is part of the processing, transmitting or storing of Cardholder Data it is hereby agreed that:
 - i. Contractor agrees to participate in the Payment Card Security Standards Council (PCI) Payment Application Data Security Standards program (PA DSS);
 - ii. Contractor agrees to provide evidence of compliance, PA DSS Attestation of Validation prior to Contract approval and upon request;
 - iii. Contractor is required to provide a PA-DSS Implementation Guide with instructions on secure product implementation, secure configuration specifics, and to clearly delineate Contractor responsibilities for meeting PCI DSS requirements. It should detail how to enable security settings within the network; and
 - iv. Contractor shall immediately notify the NH DoIT Chief Information Security Officer and the Merchant Card Administrator if it learns its application is no longer PA DSS compliant and shall immediately provide the DoIT Chief Information Security Officer of the steps being taken to remediate the non-compliance status. In no event should Contractor's notification to the DoIT be later than seven (7) calendar days after Contractor learns it is no longer PA DSS compliant.
- c. PCI DSS Requirement 12.8 of the latest edition, Service Provider - If the Contractor provides Services on the production environment used in the processing, transmission and/or storage of Cardholder Data, it is hereby agreed that:
 - i. Contractor agrees that it is responsible for the security of all Cardholder Data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the Cardholder Data;
 - ii. Contractor attests that, as of the Effective Date of this contract, it has complied with all applicable requirements to be considered PCI DSS

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

13. **TERMS AND DEFINITIONS**

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

14. **CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT D - CUSTOM SOFTWARE AGREEMENT

1. Software Title. The Contractor agrees that any and all work product created pursuant to this Agreement, including but not limited to all Software, are deemed to be "works for hire" within the meaning of the Copyright Act of 1976. To the extent Contractor is deemed to have retained any legal title, rights and interest in these works, Contractor hereby assigns any and all such title, rights, and interest (including all ownership and intellectual property rights) in the Software and related work product to the State of New Hampshire in consideration for the promises set forth within this Agreement.
2. Documentation and Copies. The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.
3. Restriction on Use. Unless specifically authorized by the State, Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by Contractor to complete its obligations under this Agreement.
4. Software Non-Infringement. Contractor warrants that the Software, including any and all component parts thereof ("Contracted Works") that are original works of the Contractor that 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 Works 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 Works 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

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these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Works and refund all fees the State has paid Contractor under the Contract. 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 Works 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 Works with any products or services not provided by Contractor without Contractor's consent.

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.

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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	ALLOTTED TIME
Primary	Deepak Pant Deepak.Pant@dos.nh.gov	Merk Stewart Merk.W.Stewart@doit.nh.gov	5 Days
First	Narayan Kashyap Narayan.Kashyap@coforce.com +91-9910996676	Ronald Reed Ronald.W.Reed@doit.nh.gov	10 Days
Second	Ashutosh Jha Ashutosh.jha@coforce.com	Asst. Commissioner Richard Bailey Richard.C.BaileyJr@dos.nh.gov	15 Days
Third	Shailendra Agrawal Shailendra.Agrawal@coforce.com	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.

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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

- n. 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

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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

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

6.4 Workplace Hours

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EXHIBIT F - TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Criminal Justice Information (CJI), Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.

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Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
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.
DMV	New Hampshire Division of Motor Vehicles
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.
JIB	New Hampshire Justice Information Bureau

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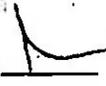
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MAAP	Municipal Agent Automation Project represents a state-of-the-art Motor Vehicle Online Registration and Title System.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public 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.

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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.

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 EXHIBIT G - ATTACHMENTS AND CONTRACTOR CERTIFICATES

I. ATTACHMENTS

a. Attachment J - Exhibit B Business and Technical Requirements

TECHNICAL CONSULTING REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<i>ROLE: Project Manager/Application Architect</i>					
System Specific Consultant Requirements					
A1.1	Thorough understanding of technologies and tools used in key applications used by DMV and State/Police, as outlined in this RFP (see Technical Skills requirements)	M	Yes	Standard	
A1.2	Ability to develop application enhancements consistent with the present design in both code and UI	M	Yes	Standard	
A1.3	The ability to conceptualize future functionality by leveraging or extending the existing design and recommending optimal solutions	M	Yes	Standard	
A1.4	Recent experience working with public sector customers, such as State, local or Federal government agencies	M	Yes	Standard	
A1.5	Experience managing multiple projects, utilizing both waterfall and Agile methodologies	M	Yes	Standard	
A1.6	Thorough understanding of implementing and utilizing GitFlow workflow/branching strategy	M	Yes	Standard	
A1.7	Experience managing team assignments	M	Yes	Standard	
A1.8	Experience working in matrixed organizations	M	Yes	Standard	
A1.9	Ability to do effective code reviews of other developers	M	Yes	Standard	

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A1.10	Thorough understanding of CJIS compliance requirements. Consultant staff must provide to the State Project Manager proof of completing bi-annual CJIS training	M	Yes	Standard	
ROLE: Project Manager/Application Architect					
System Specific Consultant Requirements					
A1.11	Thorough understanding of PCI compliance requirements. Consultant staff must provide to the State Project Manager proof of completing annual PCI training	M	Yes	Standard	
A1.12	Thorough understanding of State of NH driver privacy regulations and compliance	M	Yes	Standard	
A1.13	Thorough understanding of motor vehicle registration and titling processes and systems	M	Yes	Standard	
A1.14	Expertise in developing new APIs using REST and SOAP web services. Knowledge of integration protocols and Standards.	M	Yes	Standard	
A1.15	Experience developing and managing interfaces to Federal Systems (i.e., FBI, NEETS, MMUCC, NIEM, CHIEF etc.)	M	Yes	Standard	
A1.16	Knowledge of government sector interface Standards (e.g., NEIM, CHIEF, MMUCC)	M	Yes	Standard	
A1.17	Familiarity with the American Association of Motor Vehicle Administrators (AAMVA) programs and guidelines	M	Yes	Standard	
A1.18	Experience in systems integration involving projects across Judicial, Executive, and Legislative branches for enterprise applications	M	Yes	Standard	
A1.19	Experience utilizing Microsoft DevOps for code management, Agile management of sprints, pipelines, repos, user stories, epics, backlog, bugs, documentation, and testing	M	Yes	Standard	
A1.20	Experience with high-availability architecture within an Oracle WebLogic, Redhat EAP environment	M	Yes	Standard	
A1.21	Experience with Logical design development	M	Yes	Standard	

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A1.22	Experience with physical design and unit testing	M	Yes	Standard	
A1.23	Experience with conducting performance testing and tuning	M	Yes	Standard	
A1.24	Experience with system implementation	M	Yes	Standard	
A1.25	Experience with integration testing	M	Yes	Standard	
A1.26	Experience with developing to defined business requirements and User Story Development	M	Yes	Standard	
A1.27	Ability to provide direction, quality oversight and technical training	M	Yes	Standard	
A1.28	Experience in facilitating meetings with participation from all levels of the organization	M	Yes	Standard	
A1.29	Provide bug fixes as directed	M	Yes	Standard	
A1.30	Provide thorough documentation for the new feature enhancements consistent with existing documentation	M	Yes	Standard	
A1.31	Provide training materials and conduct training on the new enhancements	M	Yes	Standard	
A1.32	Conduct thorough knowledge transfer to State IT resources	M	Yes	Standard	
A1.33	Ability to quickly master new skills	M	Yes	Standard	
A1.34	Experience designing major aspects of the architecture of an application, including components such as user interface, middleware, and infrastructure	M	Yes	Standard	
A1.35	Experience providing technical leadership to the application development team	M	Yes	Standard	
A1.36	Experience performing design and code reviews	M	Yes	Standard	
A1.37	Ensuring that uniform enterprise-wide application design standards are maintained	M	Yes	Standard	

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A1.48	Tracks and fully documents change for functional and business specifications; writes detailed universally understood procedures for permanent records and for use in training.	M		Yes	Standard	
A1.49	Identifies opportunities for improving business processes through information systems and/or non-system driver changes; assists in the preparation of proposals to develop new systems and/or operational changes.	M		Yes	Standard	
A1.50	Reads and interprets technical information and translates in terms understandable to the end-users.	M		Yes	Standard	
A1.51	Plans, organizes, and conducts business process reengineering/improvement projects and/or management reviews of MAAP and Justice Information Bureau systems.	M		Yes	Standard	
A1.52	Conducts change impact analysis to assess the potential implications of changes and documents MAAP and Justice Information Bureau business rules, functions, and requirements.	M		Yes	Standard	
A1.53	Provides technical assistance in training, mentoring, and coaching professional and technical staff.	M		Yes	Standard	
A1.54	Provides work direction to one or more technical or clerical staff or acts as a team lead on designated projects or assignments.	M		Yes	Standard	
Technical Skills						
A1.1.1	Java 1.8 and higher	M		Yes	Standard	
A1.1.2	Java EE 7 and higher	M		Yes	Standard	
A1.1.3	Enterprise JavaBeans 3.0 and higher	M		Yes	Standard	
A1.1.4	Servlets	M		Yes	Standard	
A1.1.5	JSP components	M		Yes	Standard	
A1.1.6	PL/SQL	M		Yes	Standard	
A1.1.7	Oracle Stored procedures, triggers, functions	M		Yes	Standard	

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A1.1.8	Oracle Database 19c and higher	M	Yes	Standard
A1.1.9	MS SQL Server 2016 and higher	M	Yes	Standard
A1.1.10	HTML, CSS, UI Bootstrap	M	Yes	Standard
A1.1.11	WebLogic 12c and higher	M	Yes	Standard
A1.1.12	RedHat EAP 7.x and higher	M	Yes	Standard
A1.1.13	XML, JIBX, XSD	M	Yes	Standard
A1.1.14	SOAP/REST Web Services	M	Yes	Standard
A1.1.15	Jasper/Business Objects-Crystal Reports	M	Yes	Standard
A1.1.16	UML	M	Yes	Standard
A1.1.17	ESB/SOA/Apache Service Mix/JBOSS EAP/FUSE	M	Yes	Standard
A1.1.18	HP/UX, RHEL 8 and higher	M	Yes	Standard
A1.1.19	JAX-WS	M	Yes	Standard
A1.1.20	Struts	M	Yes	Standard
A1.1.21	Tiles	M	Yes	Standard
A1.1.22	JAX-RS	M	Yes	Standard
A1.1.23	Jersey	M	Yes	Standard
A1.1.24	Eclipselink	M	Yes	Standard
A1.1.25	JavaScript	M	Yes	Standard
A1.1.26	Angular JS, Bootstrap	M	Yes	Standard
A1.1.27	Angular 12 and higher	M	Yes	Standard
A1.1.28	JSON	M	Yes	Standard
A1.1.29	Ant, MAVEN	M	Yes	Standard
A1.1.30	Gitflow	M	Yes	Standard
A1.1.31	Eclipse, NetBeans, Visual Studio	M	Yes	Standard
A1.1.32	Microsoft Active Directory	M	Yes	Standard
A1.1.33	Microsoft DevOps 17 and higher	M	Yes	Standard
A1.1.34	HTTPS, SSL, FTPS, SFTP, etc. configurations	M	Yes	Standard

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A1.1.35	Unix/Linux Shell Scripting	M	Yes	Standard
A1.1.36	Chase Payment Solutions	M	Yes	Standard
<i>Role: Application Developer</i>				
System Specific Consultant Requirements				
A2.1	Thorough understanding of technologies and tools used in key applications used by DMV and State Police, as outlined in this RFP (see Technical Skills requirements)	M	Yes	Standard
A2.2	Ability to develop application enhancements consistent with the present design in both code and UI	M	Yes	Standard
A2.3	Recent experience working with public sector customers, such as State, local or Federal government agencies	M	Yes	Standard
A2.4	Understanding client requirements/user stories and how they translate in application features	M	Yes	Standard
A2.5	Experience managing multiple projects, utilizing both waterfall and Agile methodologies	M	Yes	Standard
A2.6	Thorough understanding of implementing and utilizing GitFlow workflow/branching strategy	M	Yes	Standard
A2.7	Ability to do effective code reviews of other developers	M	Yes	Standard
A2.8	Thorough understanding of CJIS compliance requirements. Consultant staff must provide to the State Project Manager proof of completing bi-annual CJIS training	M	Yes	Standard
A2.9	Thorough understanding of PCI compliance requirements. Consultant staff must provide to the State Project Manager proof of completing annual PCI training	M	Yes	Standard
A2.10	Thorough understanding of State of NH driver privacy regulations and compliance.	M	Yes	Standard
A2.11	Thorough understanding of motor vehicle registration and titling processes and systems	M	Yes	Standard

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A2.12	Experience in developing new APIs using REST and SOAP web services.	P	Yes	Standard
A2.13	Experience developing and managing interfaces to Federal Systems (i.e., FBI, NLETS, MMUCC, NIEM, CHIEF etc.)	M	Yes	Standard
A2.14	Knowledge of government sector interface Standards (e.g., NEIM, CHIEF, MMUCC)	M	Yes	Standard
A2.15	Familiarity with the American Association of Motor Vehicle Administrators (AAMVA) programs and guidelines	M	Yes	Standard
A2.16	Experience utilizing Microsoft DevOps for code management; Agile management of sprints, pipelines, repos user stories, epics, backlog, bugs, documentation, and testing	M	Yes	Standard
A2.17	Experience with high-availability architecture within an Oracle WebLogic, Redhat EAP environment	M	Yes	Standard
A2.18	Experience in systems integration involving projects across Judicial, Executive, and Legislative branches for enterprise applications	M	Yes	Standard
A2.19	Experience with Logical design development	M	Yes	Standard
A2.20	Experience with physical design and unit testing	M	Yes	Standard
A2.21	Experience with conducting performance testing and tuning	M	Yes	Standard
A2.22	Experience with system implementation	M	Yes	Standard
A2.23	Compiles and evaluates user feedback for potential improvements to software	M	Yes	Standard
A2.24	Write high-quality source code to program complete applications within deadlines	M	Yes	Standard
A2.25	Experience with integration testing	M	Yes	Standard
A2.26	Experience with developing to defined business requirements and User Story Development	M	Yes	Standard

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A2.27	Designing creative prototypes/mockups according to specifications	M		Yes	Standard	
A2.28	Troubleshoots, debugs, maintains, and improves existing software	M		Yes	Standard	
A2.29	Provide bug fixes as directed	M		Yes	Standard	
A2.30	Provide thorough documentation for the new feature enhancements consistent with existing documentation	M		Yes	Standard	
A2.31	Provide training materials and conduct training on the new enhancements	M		Yes	Standard	
A2.32	Conduct thorough knowledge transfer to State IT resources	M		Yes	Standard	
A2.33	Ability to quickly master new skills	M		Yes	Standard	
A2.34	Ensuring that uniform enterprise-wide application design standards are maintained	M		Yes	Standard	
A2.35	Excellent planning, coordination and communication skills, and the ability to work on teams.	M		Yes	Standard	
A2.36	Experience with relevant development tools and specific application and system architecture, in addition to a strong understanding of object-oriented design	M		Yes	Standard	
A2.37	Experience in the development and deployment of enterprise-level N-tier architecture in a Java Enterprise Edition platform	M		Yes	Standard	
A2.38	Experience with ETL, data conversion and migration	M		Yes	Standard	
A2.39	Experience developing in and out-bound interfaces	M		Yes	Standard	
A2.40	Excellent communications skills, both verbal and written	M		Yes	Standard	
	Technical Skills					
A2.1.1	Java 1.8 and higher	M		Yes	Standard	
A2.1.2	Java EE 7 and higher	M		Yes	Standard	
A2.1.3	Enterprise JavaBeans 3.0 and higher	M		Yes	Standard	

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A2.1.4	Servlets	M	Yes	Standard
A2.1.5	JSP components	M	Yes	Standard
A2.1.6	PL/SQL	M	Yes	Standard
A2.1.7	Oracle Stored procedures, triggers, functions	M	Yes	Standard
A2.1.8	Oracle Database 19c and higher	M	Yes	Standard
A2.1.9	MS SQL Server 2016 and higher	M	Yes	Standard
A2.1.10	HTML, CSS, UI Bootstrap	M	Yes	Standard
A2.1.11	WebLogic 12c and higher	M	Yes	Standard
A2.1.12	RedHat EAP 7.x and higher	M	Yes	Standard
A2.1.13	XML, JIBX, XSD	M	Yes	Standard
A2.1.14	SOAP/REST Web Services	M	Yes	Standard
A2.1.15	Jasper/Business Objects, Crystal Reports	M	Yes	Standard
A2.1.16	UML	M	Yes	Standard
A2.1.17	ESB/SOA/Apache Service Mix/JBOSS EAP/FUSE	M	Yes	Standard
A2.1.18	HP-UX, RHEL 8 and higher	M	Yes	Standard
A2.1.19	JAX-WS	M	Yes	Standard
A2.1.20	Struts	M	Yes	Standard
A2.1.21	Tiles	M	Yes	Standard
A2.1.22	JAX-RS	M	Yes	Standard
A2.1.23	Jersey	M	Yes	Standard
A2.1.24	Eclipselink	M	Yes	Standard
A2.1.25	JavaScript	M	Yes	Standard
A2.1.26	Angular JS, Bootstrap	M	Yes	Standard
A2.1.27	Angular 12 and higher	M	Yes	Standard
A2.1.28	JSON	M	Yes	Standard
A2.1.29	Ant, MAVEN	M	Yes	Standard
A2.1.30	Gitflow	M	Yes	Standard

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A2.1.31	Eclipse, NetBeans, Visual Studio	M	Yes	Standard	
A2.1.32	Microsoft Active Directory	M	Yes	Standard	
A2.1.33	Microsoft DevOps 17 and higher	M	Yes	Standard	
A2.1.34	HTTPS, SSL, FTPS, SFTP etc. configurations	M	Yes	Standard	
A2.1.35	Unix/Linux Shell Scripting	M	Yes	Standard	
A2.1.36	Chase Payment Solutions	M	Yes	Standard	
Role: A1/N/Network Support Technician					
	System Specific Consultant Requirements				
A3.1	Recent experience working with public sector customers, such as State, local or Federal government agencies	M	Yes	Standard	
A3.2	Experience working with Law Enforcement agencies	P	Yes	Standard	
A3.3	Thorough understanding of CJIS compliance requirements. Consultant staff must provide to the State Project Manager proof of completing bi-annual CJIS training	M	Yes	Standard	
A3.4	Thorough understanding of current IT Security Standards and frameworks	M	Yes	Standard	
A3.5	Experience supporting remote users accessing services via VPN	M	Yes	Standard	
A3.6	Able to evaluate VPN related problems with a variety of platforms	M	Yes	Standard	
A3.7	Act as liaison with Local Law Enforcement Agency's IT professionals to assist with troubleshooting VPN connections	M	Yes	Standard	
A3.8	Plan, implement, and maintain technical documents related to the VPN platform	M	Yes	Standard	
A3.9	Conducting regular network performance tests	M	Yes	Standard	
A3.10	Handling of escalated network support issues including coordination with State and local IT resources	M	Yes	Standard	
A3.11	Produce network status reports	M	Yes	Standard	

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AJ.1.10	Performance Test Tools such as Apache JMeter	M	Yes	Standard	
AJ.1.10	Unix/Linux Shell Scripting	M	Yes	Standard	

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b. Attachment 2 - Criminal Justice Information Services Security Addendum

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all

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subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement. 4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRJ must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

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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 COFORGE, INC. is a Georgia Profit Corporation registered to transact business in New Hampshire on October 03, 2008. 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: 603245

Certificate Number: 0005831677



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of July A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

1. Ruchi Kulhari do hereby certify that:

1. I am a duly elected Senior Vice President – Human Resources of Coforge Inc (Erstwhile NIIT Technologies Inc).

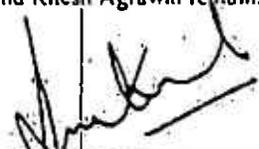
2. The following was resolved and duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 17th, 2004.

RESOLVED: That the Associate Vice President - Finance,

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. Ritesh Agrawal is the duly elected Associate Vice President, Finance of the Corporation. He took this position on April 1st, 2019.

4. The foregoing resolution has not been amended or revoked, and Ritesh Agrawal remains in his position as Associate Vice President, Finance as of _____



Senior Vice President – Human Resources
Coforge Inc. (Erstwhile NIIT Technologies Inc.)

STATE OF New Jersey

County of Mercer

The foregoing instrument was acknowledged before me this 14 day of

^{w.p.}
~~October 2021~~ by Ruchi Kulhari
July 2022

(NOTARY SEAL)



Notary Public / Justice of the Peace

Commission Expires: 10-09-2025

