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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

January 16, 2024

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

**REQUESTED ACTIONS**

1. Authorize the Department of Information Technology to enter into a contract with Overwatch Foundation (VC#448104-B001), Concord, NH in an amount not to exceed \$3,147,604.00 for the purpose of providing a Municipal Cyber Defense Program, with the option to extend up to, but not beyond, the expiration of additional Grant Funding or December 31, 2029, whichever comes first, effective upon Governor and Executive Council approval through December 31, 2026. Source of Funds: 100% Federal Grants.
2. Further authorize the Department of Information Technology to make an advance payment to Overwatch Foundation in the amount of \$500,000 in accordance with the terms of the contract effective upon Governor and Council approval. Source of Funds: 100% Federal Grants.

Funds are available in the following accounts for FY 2024 and FY 2025 with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified.

<b>CAT#-DEPT#-AGENCY#-ACTIVITY#- ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME_CLASS- OBJECT - DESC</b>	<b>Activity Code</b>	<b>SFY 24</b>	<b>SFY 25</b>
01-03-03-030010-52390000-Department of Information Technology-Cyber Enhancements Grant-103-502664-Contracts for Operational Services	N/A	1,147,604	
03-44-44-440010-24760000-Department of Envir Svcs.-ARPA DES Loans-102-500731-Contracts for Program Services	00FRF602 WB4401D	\$250,000	
03-44-44-441018-55640000-Department of Envir Svcs.-DWSRF BIL Administration-102-500731-Contracts for Program Services		\$750,000	\$1,000,000
<b>TOTAL</b>		<b>\$2,147,604</b>	<b>\$1,000,000</b>

**EXPLANATION**

The contract with Overwatch Foundation will provide State and Local Cybersecurity Grant Program (SLCGP) funded services to eligible municipal organizations and K12 SAUs across the State to transition from their current Domain Name (.org, .com, etc.) to “.GOV” domain Names.

.GOV is a ‘top-level domain’, or TLD, similar to .com, .org, or .us. Organizations use a TLD to register a domain name (often simply called a domain) for use in their online services, like a website or

email. In many well-known TLDs, any individual or organization can register a domain for a fee without additional steps to verify that the name they chose corresponds to their real-life name or services.

While this can be a useful property for creative communication, the lack of identity verification can also make it difficult to know whether the people behind a name are actually who they claim to be, and enable criminal cyber activity against New Hampshire residents. It will also reduce cybersecurity vulnerabilities and improve the compliance of community water systems in New Hampshire with the EPA's America's Water Infrastructure Act (AWIA). This contract will provide cybersecurity assessment and implementation services to eligible community water systems across New Hampshire.

Cybersecurity is one of the top threats facing critical infrastructure in the United States. All community water systems examine cybersecurity vulnerabilities and develop a cybersecurity risk management program, thus mitigating a cyberattack from impacting system operations. Weak cybersecurity practices can compromise the ability of community water systems to provide clean and safe drinking water to customers, erode customer confidence and result in financial and legal liabilities.

The State recognizes the need for an advance payment to enable staffing on boarding and ramp up as requested in Item 2 above. With Governor and Council approval, DoIT will make an advance payment to Overwatch Foundation in the amount of \$500,000 in accordance with the terms of the contract.

This contract is the result of a competitive solicitation under DOIT RFP 2024-01 – Cybersecurity Improvement Services for NH Local Entities issued on 10/11/2023 to the DAS website. The scoring committee consisted of four (4) state employees from DoIT and DES, each with expertise in the RFP review process and expertise in the required areas. Sixteen (16) organizations submitted responses to this RFP. The scoring team determined Overwatch Foundation met the minimum qualifications of DOIT RFP 2024-01 – Cybersecurity Improvement Services for NH Local Entities, and received the highest overall score. The Departments of Information Technology and Environmental Services recommend Overwatch Foundation be awarded this contract.

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

Respectfully Submitted,



Denis, Goulet  
Commissioner, Department of Information  
Technology



Robert Scott  
Commissioner, Department of  
Environmental Services

DG/ik

DoIT #2024-014 RID: 78867

cc: Ken Weeks, DoIT Director/Chief Information Security Officer

The NH Department of Information Technology (DOIT) in partnership with NH Department of Environmental Services (DES) received a total of 16 vendor proposals in response to DOIT RFP 2024-01 – Cybersecurity Improvement Services for NH Local Entities as of December 1st, 2023.

### **Scoring and Results:**

The Overwatch Foundation, a New Hampshire 503(c) Non-Profit, proposal was accepted by the selection committee, composed of Subject Matter and Program Experts from both DoIT and DES, on January 3rd, 2024.

The selection Committee was composed of:

- Mr. Steve Kelleher, Department of Information Technology, Director, Strategy and Governance
- Mr. Doug Schelb, Department of Information Technology, Deputy Chief Information Security Officer
- Mr. Brandon Kernen, Department of Environmental Services, Drinking Water and Groundwater Bureau Administrator
- Ms. Johnna McKenna, Department of Environmental Services, Public Water System Sustainability Section Administrator

All responses were reviewed and certified complete based on the criteria detailed in RFP 2024-01. Responses were then scored by individual selection committee members per the criteria and scoring detailed in RFP 2024-01 and below:

- A. Methodology the vendor will use to assess the readiness of an entity to participate in the respective scope of work (Max 15 Points)
- B. Methodology the vendor will use to develop a plan for the entity to complete the respective scope of work. (Max 10 Points)
- C. Scope of services and technical solution the vendor will provide the eligible entity for the respective scope of work. (Max 30 Points)
- D. Training that will be provided to the eligible entity. (Max 5 Points)
- E. Ability of the proposal to optimize return on the cybersecurity investment for the respective scope of work. (Max 40 Points)

Since this contract is 100% Federal Grant Funded each vendor was provided a fixed price limitation based on approved Grant Funds and required to demonstrate how these funds could be used to achieve the maximum return on investment in the form of desired outcomes. Price limitations of this contract are:

- For 2024 SLCGP Funding: \$1,147,604.00.
- For 2024 Infrastructure Project Funding: \$1,000,000.00
- For 2025 Infrastructure Project Funding: \$1,000,000.00

Total of all funds through the period of performance is \$3,147,604.00.

**List of RFP respondents, Final Rank and Scores from the selection committee:**

1. Overwatch	351
2. AIS Network	275
3. Red River	267
4. Sikich	235
5. CAI	225
6. Zelvin Security	223
7. Infosys Public Services	216
8. Millenium Enterprise Corp (MEC)	213
9. OxB2B	212
10. Slalom	208
11. Dynamic Systems	193
12. I&C Secure	177
13. Conducive Consulting	170
14. CBTS	127
15. Withum	121
16. Certus Cybersecurity	118



STATE OF NEW HAMPSHIRE

Department of Information Technology/Department of  
Environmental Services:

State and Local Cybersecurity Grant (SLCGP), Municipal  
Cyber Defense Program (MCDP) and Grant Funded Critical  
Infrastructure Key Resources (CIKR) Cybersecurity Services:

DOIT – 2024-014

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-14 - State and Local Cybersecurity Grant (SLCGP) and Municipal Cyber Defense Program**  
**(MCDP)Services.**  
**TABLE OF CONTENTS**

---

**Contents**

EXHIBIT A - SPECIAL PROVISIONS ..... 10

EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL  
REQUIREMENTS AND DELIVERABLES ..... 15

1. STATEMENT OF WORK..... 15

2. BUSINESS / TECHNICAL REQUIREMENTS ..... 17

2.1 Business and Technical Requirements are identified in the Statement of Work, Section 1 ..... 17

2.2 Compliance Requirements ..... 17

2.2.1 The Overwatch Foundation will comply with SLCGP conditions contained in Exhibit F,  
Attachments 1 and 2..... 17

2.2.2 The Overwatch Foundation will comply with NHDES Infrastructure Grant Requirements  
as documented at DES Water System Cybersecurity and Attachment 4..... 17

3. ACTIVITY, DELIVERABLE, AND MILESTONE ..... 17

4. DELIVERABLE REVIEW AND ACCEPTANCE ..... 18

5. CHANGE ORDER ..... 18

6. PROJECT MANAGEMENT ..... 18

7. The Contractor Key Project Staff..... 19

9. WORK PLAN ..... 20

10. ACCEPTANCE & TESTING SERVICES ..... 21

11. MAINTENANCE, OPERATIONS AND SUPPORT ..... 21

12. ADDITIONAL GRANT FUNDED SERVICES ..... 21

13. DATA PROTECTION..... 21

14. ADMINISTRATIVE SERVICES..... 23

15. TRAINING ..... 23

16. TERMS AND DEFINITIONS ..... 24

17. CONTRACTOR’S CERTIFICATES ..... 24

EXHIBIT C – PRICE AND PAYMENT SCHEDULE ..... 25

1. CONTRACT PRICE..... 25

2. TRAVEL EXPENSES ..... 25

3. SHIPPING FEES ..... 25

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-14 - State and Local Cybersecurity Grant (SLCGP) and Municipal Cyber Defense Program**  
**(MCDP)Services.**

**TABLE OF CONTENTS**

---

4. INVOICING .....	25
5. INVOICE ADDRESS .....	25
6. PAYMENT ADDRESS .....	26
7. OVERPAYMENTS TO THE CONTRACTOR .....	26
8. CREDITS .....	26
9. PAYMENT .....	26
9.1 Contract Type .....	26
EXHIBIT D – ADMINISTRATIVE SERVICES .....	27
1. DISPUTE RESOLUTION .....	27
2. ACCESS AND COOPERATION .....	27
3. RECORD RETENTION .....	27
4. ACCOUNTING .....	28
5. AUDIT .....	28
6. MISCELLANEOUS WORK REQUIREMENTS .....	28
EXHIBIT E – TERMS AND DEFINITIONS .....	30
EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES .....	35
1. ATTACHMENTS .....	35
2. CONTRACTOR CERTIFICATES .....	35

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

**FORM NUMBER P-37 (version 2/23/2023)**

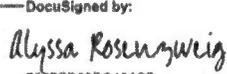
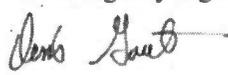
Notice: This agreement and all its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential, or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Information Technology and Department of Environmental Services		<b>1.2 State Agency Address: 27 Hazen Drive, Concord, NH, 03301</b>	
<b>1.3 Contractor Name</b> Overwatch Foundation		<b>1.4 Contractor Address 46 Donovan Street, Concord, NH, 03301</b>	
<b>1.5 Contractor Phone Number (984) 689-3863</b>	<b>1.6 Account Number</b> 01-03-03-030010-52390000-103-502664 03-44-44-440010-2476-102-500731 03-44-44-441018-5564-102-500731	<b>1.7 Completion Date</b> December 31, 2026	<b>1.8 Price Limitation</b> <b>\$3,147,604.00</b>
<b>1.9 Contracting Officer for State Agency</b> Denis Goulet		<b>1.10 State Agency Telephone Number</b> 603-223-5703	
<b>1.9a Contracting Officer for State Agency</b> Robert Scott		<b>1.10a State Agency Telephone Number</b> 603-271-2958	
<b>1.11 Contractor Signature</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;">                     DocuSigned by:                        725B7D89BC484C7...                 </div> Date: 1/12/2024		<b>1.12 Name and Title of Contractor Signatory</b> Alyssa Rosenzweig, Deputy Director, Overwatch Foundation	
<b>1.13 State Agency Signature</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;">  </div> Date: 1/12/24  <b>1.13 Cont. State Agency Signature</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;">  </div> Date: 1/12/24		<b>1.14 Name and Title of State Agency Signatory</b> Denis Goulet, Commissioner/Chief Information Officer  <b>1.14 Cont.</b> Robert Scott, Commissioner, Department of Environmental Services	

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>	
By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>	
By: <i>Jessica A. King</i>	On: 1/18/24
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>	
G&C Item number:	G&C Meeting Date:

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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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, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

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

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

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

Page 7 of 35  
Contractor Initials:  
Date: 1/12/2024

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of

New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

Page 8 of 35  
Contractor Initials:  
Date: 1/12/2024

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in

no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

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

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

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT-2024-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT A – SPECIAL PROVISIONS**

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**EXHIBIT A - SPECIAL PROVISIONS**

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

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

**3.3** The Term may be extended if allowed by the Federal Grant or other Program(s) that fund these services, at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to, but not beyond Expiration of Grant Funding or December 31 2029, whichever comes first, as provisioned by law under the same terms and conditions, subject to approval of the Governor and Executive Council. This contract may be extended to align with each subsequent grant year for the period of performance of the grant funding and Price Limitation defined by the grant funding and any state matching funds approved by Governor and Council.

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

**5.4** This contract may be extended to align with each subsequent grant year for the period of performance of the grand funding and Price Limitation defined by the grant funding and any state matching funds approved by Governor and Council.

**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:**

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

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

Page 10 of 35  
Contractor Initials: \_\_\_\_\_  
Date: 1/12/2024

DS  
acr

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT-2024-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT A – SPECIAL PROVISIONS**

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**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 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 of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

Page 11 of 35  
Contractor Initials: \_\_\_\_\_  
Date: 1/12/2024

DS  
ACR

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT-2024-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

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 or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

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

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

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

Page 12 of 35  
Contractor Initials:  
Date: 1/12/2024

<sup>DS</sup>  
ACR

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT-2024-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

- 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 **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

Page 13 of 35  
Contractor Initials: \_\_\_\_\_  
Date: 1/12/2024

DS  
ACR

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT-2024-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

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**

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

- i. State of New Hampshire, Department of Information Technology Contract Agreement DoIT 2024-014.
- ii. Overwatch Scope of Services Proposal (See Exhibit F, Attachment 3)

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2014-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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

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

**1. STATEMENT OF WORK**

**1.1 Services for Transition of Eligible Entities to the .GOV Domain.**

- 1.1.1 The Overwatch Foundation will provide a comprehensive readiness auditing service to qualifying municipal entities to evaluate the ability, readiness, and practicality of implementing a .GOV domain structure. This audit will consider the complexity of the migration to a .GOV domain and email addresses, as well as identify any timing and planning requirements to minimize effort and maximize the reach of the protections proposed. This method ensures that the SLCGP funds are deployed to those with the most need, at the most significant risk, and those ready to transition in the short term. In addition, the Overwatch Foundation will identify municipal entities that require additional resources to become ready for this vital protection. In cases where available, this audit will identify the ability of the organization to enable key secondary cybersecurity protections connected to emails, such as 2FA or Multifactor Authentication. If available, these will be implemented during the .gov transition.
- 1.1.2 As determined by the readiness audit, The Overwatch Foundation will provide engineering and project management resources to work with municipal leaders to plan, execute, and validate the entire technical project of migrating from legacy solutions to supported .GOV platforms. The Overwatch Foundation will emphasize the use of Google Suite, and Microsoft O365 as preferred platforms for this work. This work will be delivered as a turn-key solution for municipal entities. In cases where legacy email services are in place, and software licenses or service costs must be incurred for the .GOV transition to be successful, the foundation will cover these expenses for a period of 3 years (36 months of service). The entity receiving the service is responsible for licensing at the end of the 36-month period.
- 1.1.3 The Overwatch Foundation will provide training and education on the use and maintenance of the .GOV protection to municipalities following the completion of the turn-key solution implementation. The Overwatch Foundation will maintain training records and provide annual training updates to keep the protections current.
- 1.1.4 The Overwatch Foundation will provide services primarily through new direct staffing (hiring) in the Concord Headquarters for the technical positions and IT project management required to perform these services in addition to existing staff. The Overwatch Foundation will focus on hiring experienced municipal technology leaders, entry level workforce members from New Hampshire Educational Institutions, and transitioning veterans in New Hampshire as part of this program and commitment to diversity in

Page 15 of 35  
Contractor Initials:  
Date: 1/12/2024

<sup>DS</sup>  
acr

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2014-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

technology and educational. The Foundation will provide internships where practical for students in New Hampshire Education Institutions or New Hampshire Residents pursuing applicable degrees from non-New Hampshire Higher Education Institutions.

1.1.5 The Overwatch Foundation will provide all the communication and formal submission requirements to secure .GOV domains for selected entities from either the NH Department of Information Technology or the Cyber and Infrastructure Security Agency (CISA) at the request and approval of the entity receiving the .GOV domain.

1.1.6 The Overwatch Foundation will migrate external websites, public-facing services, and emergency response equipment to the new .GOV domain as part of the turn-key service. The entity receiving the service is responsible for the ongoing maintenance of those services once successfully transitioned.

**1.2 Services for Drinking Water Supplier Cybersecurity Assessments, Cybersecurity System Design and Engineering/Field Services.**

1.2.1 The Overwatch Foundation will assess and document the following for each Drinking Water Supplier nominated by the Department of Environmental Services for services under the Drinking Water Cybersecurity in a Box program:

- The stability and security of the internet connection supporting our technology.
- The existing infrastructure, firewalls, and security. (If CISA has already completed this we will use existing data).
- The knowledge of the existing workforce.
- The ability of the workforce to maintain critical services during the downtime necessary for the installation.
- The state of incident response planning for the water system.
- The approval of the water system leadership to implement the "in a box" solution.
- The architecture of the network, including cellular links and interoperability with IT networks.
- The SCADA installer that performed the initial configuration.
- The age and software revision levels of the PLCS and SCADA equipment.
- The size of the workforce maintaining the water system.

1.2.2 The Overwatch Foundation will secure the perimeter level of the Drinking Water SCADA System by configuring and installing a cloud administrated enterprise grade firewall with at least a 36-month shelf life. The firewall will be able to adapt to the various environmental challenges and architectures, including fully segmented networks, and SCADA networks that are integrated with municipal networks. Based on the assessment, upgrades/updates to the internet circuits that support the Drinking Water SCADA system will be updated/upgraded.

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2014-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

- 1.2.3 The Overwatch Foundation will improve the Network Level (LAN) and Remote Workforce Access configuration (VPN) by integrating switching ports into the firewall and VPN concentrator. Additionally, forensic data logs will be collected, monitored and stored by Overwatch to provide early indications of compromise. Overwatch will provide up to four remote access iPads to provide the operator with remote access and support up to 50 laptop remote access computers (laptops NOT included.)
- 1.2.4 The Overwatch Foundation will replace the Desktop Level devices (SCADA Controllers.) Desktop computers controlling SCADA networks will be replaced with hardware running hardened Windows images and Huntress Endpoint Detection and Response Software. SCADA control software will be installed on the new machines. Overwatch will work with the SCADA installer (as appropriate) to test and migrate the SCADA control software.
- 1.2.5 Where one exists as part of the system, the Overwatch Foundation will work with the SCADA installer to perform required replacements, upgrades, and firmware flashes of critically vulnerable Operational Technology (OT) devices in the Drinking Water Supplier's SCADA network.
- 1.2.6 Leveraging the Municipal Cyber Defense Program (MCDP) Overwatch will coordinate annual cybersecurity training for Drinking Water Supplier Operators.
- 1.2.7 The Overwatch Foundation will provide 36 months of remote system management, security patching, and complete configuration change requests as required to maintain a secure system.
- 1.2.8 The Overwatch Foundation will coordinate completion of an Incident Response Plan and Incident Response Training for the Drinking Water Supplier operators and management via the New Hampshire Public Risk Management Exchange (PRIMEX).

**2. BUSINESS / TECHNICAL REQUIREMENTS**

**2.1** Business and Technical Requirements are identified in the Statement of Work, Section 1.

**2.2** Compliance Requirements

- 2.2.1 The Overwatch Foundation will comply with SLCGP conditions contained in Exhibit F, Attachments 1 and 2.
- 2.2.2 The Overwatch Foundation will comply with NHDES Infrastructure Grant Requirements as documented at DES Water System Cybersecurity and Attachment 4.

**3. ACTIVITY, DELIVERABLE, AND MILESTONE**

The Overwatch Foundation will provide quarterly reporting on work accomplished and expenditures incurred under this contract and funded by the SLCGP and other Grant Programs.

Page 17 of 35  
Contractor Initials:  
Date: 1/12/2024

<sup>DS</sup>  
ACK

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2014-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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**4. DELIVERABLE REVIEW AND ACCEPTANCE**

The Overwatch Foundation will deliver the Quarterly Grant Report for SLCGP funded initiative to [cybergrants@doit.nh.gov](mailto:cybergrants@doit.nh.gov) and the Quarterly Grant Report for the Drinking Water Cybersecurity in a Box project to [Brenda.J.Leonard@des.nh.gov](mailto:Brenda.J.Leonard@des.nh.gov)

**5. 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.

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.

**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 services in the Statement of Work. 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.

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2014-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**7. The Contractor Key Project Staff**

**7.1. The Contractor's Contract Manager**

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

Alyssa Rosenzweig  
(984) 689-3863  
arosenzweig@overwatch.org

**7.2. The Contractor's Project Manager**

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

Alyssa Rosenzweig  
(984) 689-3863  
arosenzweig@overwatch.org

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 Ten (10) hours of inquiries from the State Project Manager must work diligently and use his/ her best efforts on the Project.

**7.3. 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.

**7.4. Background Checks**

Page 19 of 35  
Contractor Initials:  
Date: 1/12/2024

DS  
ACK

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2014-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

The State may require, and, at its sole expense, conduct reference and background screening of the Contractor's staff assigned to this Contract.

**7.5. Termination for Lack of Project Management and Key Project Staff**

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

**8. The State Key Project Staff**

**8.1. 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:

Denis Goulet, CIO  
(603) 223-5703  
denis.c.goulet@doit.nh.gov

**8.2. The State Project Manager**

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

For SLCGP funded projects:  
Ken Weeks, CISO  
(603) 931-9234  
kenneth.l.weeks@doit.nh.gov

For Drinking Water Cybersecurity projects:  
Brenda Leonard  
Brenda.J.Leonard@des.nh.gov  
(603) 271-0867

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

- a. Sponsoring the Project;
- b. Reviewing and accepting Contract Deliverables;
- c. Invoice sign-offs;
- d. Review and approval of Change Orders;
- e. Managing stakeholders' concerns.

**9. WORK PLAN**

This contract provides ongoing services under the SLCGP and Infrastructure Grant Programs. See Statement of Work.

Page 20 of 35  
Contractor Initials:  
Date: 1/12/2024

DS  
acr

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2014-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**10. ACCEPTANCE & TESTING SERVICES**

**10.1** Municipal Entities receiving the service will formally accept the turn-key services to the Overwatch Foundation when required services are completed as identified in the entity's readiness audit.

**10.2** The Overwatch Foundation will document acceptance in the quarterly report.

**11. MAINTENANCE, OPERATIONS AND SUPPORT**

Maintenance, Operations and Continuing Support will be in accordance with the Statement of work and documented in the quarterly report.

**11.1 Contract Warranties and Representations**

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

**12. ADDITIONAL GRANT FUNDED SERVICES**

Based on decisions and recommendations from the SLCGP Planning Committee, or the State CISO for MCDP, or the Commissioner of Environmental Services for Critical Infrastructure cybersecurity projects, additional services may be added to this contract by amending the SOW and funding levels as agreed to by the State and the Overwatch Foundation and as authorized by Governor and Council.

**13. DATA PROTECTION**

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

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the

DS  
ACR

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2014-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

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.

**13.1 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.

**13.2 Security Incident or Data Breach**

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

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

**13.3 Breach Responsibilities**

Page 22 of 35  
Contractor Initials:  
Date: 1/12/2024

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2014-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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- 13.3.1 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.
- 13.3.2 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.
- 13.3.3 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.
- 13.3.4 Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
  - a. the investigation and resolution of the Data Breach;
  - b. notifications to individuals, regulators or others required by State law;
  - c. a credit monitoring service required by State (or federal) law;
  - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
  - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

**14. ADMINISTRATIVE SERVICES**

The Overwatch Foundation shall provide the State with the Administrative Services set forth in the Statement of Work.

**15. TRAINING**

The Contractor shall provide the Training Services per the Statement of work to the Entity receiving services and document the training in the quarterly reports.

Page 23 of 35  
Contractor Initials:  
Date: 1/12/2024

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2014-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

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**16. TERMS AND DEFINITIONS**

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

**17. CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit F.

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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

**1. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

**2. TRAVEL EXPENSES**

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

**3. SHIPPING FEES**

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

**4. INVOICING**

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Expense.

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

**5. INVOICE ADDRESS**

Invoices for SLCGP services may be sent to:

Department of Information Technology  
[accountspayable@doit.nh.gov](mailto:accountspayable@doit.nh.gov) with a copy to [kenneth.l.weeksiii@doit.nh.gov](mailto:kenneth.l.weeksiii@doit.nh.gov)  
27 Hazen Drive, Concord, NH, 03301

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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Invoices for Drinking Water Cybersecurity Services may be sent to:

Department of Environmental Services  
Brenda.J.Leonard@des.nh.gov  
29 Hazen Drive, Concord, NH, 03301

**6. PAYMENT ADDRESS**

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

**7. OVERPAYMENTS TO THE CONTRACTOR**

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

**8. CREDITS**

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

**9. PAYMENT**

**9.1 Contract Type**

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract.

**9.2 Contractor Staff Rate and Invoicing for Services**

The State recognizes the need for an advance payment to enable staffing onboarding and ramp up. The contractor may invoice for \$500,000.00 upon approval by Governor and Council to enable Staffing ramp-up. The contractor shall then invoice monthly for labor and material costs required and incurred to perform the statement of work for the duration of the contract. Labor rates for staffing are established at \$175.00 per hour.

**9.3 Other Expenses**

With prior approval of the State's Project Manager, and not to exceed the price limitation, the contractor may also invoice monthly for qualifying expenses incurred including advertising of the grant to qualifying entities, creation of training materials, hardware and software expenses directly related to the performance of grant tasks, project management, software engineering, and contract labor for technologies or skills not available directly to Overwatch to qualifying NH based companies.

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Page 26 of 35  
Contractor Initials:  
Date: 1/12/2024

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**EXHIBIT D – ADMINSTRATIVE SERVICES**

**EXHIBIT D – 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:

<b>Table E-1.</b>			
<b>DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE</b>			
<b>LEVEL</b>	<b>CONTRACTOR POINT OF CONTACT</b>	<b>STATE POINT OF CONTACT</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Deputy Director	CISO/Drinking Water Program Manager	Five (5) Business Days
First	Deputy Director	CIO/Water Division Director, NHDES	Fifteen (15) Business Days

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

**2. ACCESS AND COOPERATION**

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

**3. RECORD RETENTION**

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

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**EXHIBIT D – ADMINSTRATIVE SERVICES**

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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**

Although not expected, if necessary and in consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:

**6.1.1. Computer Use**

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered,

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**EXHIBIT D – ADMINSTRATIVE SERVICES**

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rented, or sold, and that always 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.

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**EXHIBIT E – TERMS AND DEFINITIONS**

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**EXHIBIT E – TERMS AND DEFINITIONS**

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

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

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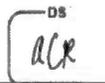
**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**EXHIBIT E – TERMS AND DEFINITIONS**

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

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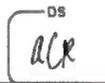
**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**EXHIBIT E – TERMS AND DEFINITIONS**

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

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**EXHIBIT E – TERMS AND DEFINITIONS**

Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
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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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 – Grant Funded Municipal Cybersecurity Services.**  
**EXHIBIT E – TERMS AND DEFINITIONS**

Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**DoIT 2024-014 - State and Local Cybersecurity Grant (SLCGP) Services.**  
**EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

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**EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

**1. ATTACHMENTS**

- a. SLCGP 2022 Local Special Conditions-Attachment 1
- b. SLCGP Federal Special Conditions – Attachment 2
- c. OVERWATCH Proposal for SLCGP Services and Drinking Water Cybersecurity Services – Attachment 3
- d. Final ARPA Exhibit – A and DWSRF Set-Aside – Attachment 4

**2. CONTRACTOR CERTIFICATES**

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

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# 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 THE OVERWATCH FOUNDATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 25, 2023. 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: 921936

Certificate Number: 0006367358



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of January A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2024

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

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

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> support@nextinsurance.com		
<b>INSURED</b> The Overwatch Foundation 46 Donovan St Concord, NH 03301	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Next Insurance US Company		16285
	INSURER B : National Specialty Insurance Company		22608
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES**                      **CERTIFICATE NUMBER:** 350117125                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NXTHPJQTDJ-00-GL	01/02/2024	01/02/2025	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 15,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <span style="float: right;">Y/N <input checked="" type="checkbox"/> Y    <input type="checkbox"/> N/A</span>			NXTWJCQHFH-00-WC	01/02/2024	01/02/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 100,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00
A	Professional Liability			NXTHPJQTDJ-00-GL	01/02/2024	01/02/2025	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The Certificate Holder is State of New Hampshire. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b> State of New Hampshire 29 Hazen Dr Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Certificate of Authority #1**

(The Overwatch Foundation, A Non-Profit Corporation)

**Corporate Resolution**

I, **Vincent Chambers**, hereby certify that I am duly elected Secretary of *The Overwatch Foundation*. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors duly called on October 13, 2023, at which a quorum of the Directors were present and voting.

**VOTED:** That Alyssa Rosenzweig, Deputy Director, is duly authorized to enter into contracts or agreements on behalf of The Overwatch Foundation with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgement be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract which this certificate is attached. This **authority remains valid for one year (365) days** from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

*Sumc*  
DATED: 4 January 2024

ATTEST:

*Vincent M. Chambers*

Vincent M. Chambers

Secretary, The Overwatch Foundation