102C CJG

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

February 12, 2024

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Fire Safety, to add (1) additional license in FY2024 and to exercise a contract renewal option with AristaTek, Inc. (VC#310049-B001), Laramie, WY 82070, for Palmtop Emergency Action for Chemicals (PEAC) hazardous materials software by increasing the price limitation by $32,965.00 from $135,390.00 to $168,355.00 and extending the completion date from September 18, 2024, to September 18, 2025, effective upon Governor and Council approval. The original contract was approved by Governor and Council on October 23, 2019, item #85. 100% Federal Funds. The first extension was approved by Governor and Council on September 7, 2022, item #104. 100% Federal Funds.

Funding is available in the SFY2024 operating budget and contingent upon availability and continued appropriations in SFY2025 with the authority to adjust between fiscal years through the Budget Office if needed and justified as follows:

	SFY2024	SFY2025
02-23-23-236010-90040000 Dept of Safety – HSEM HMEP Grant 038-500177 Technology Software – Software Licenses/Maintenance 23HMEP2020	$1,500.00	$28,465.00

	SFY2025
02-23-23-236010-74840000 Dept of Safety – Info Analysis & Emer Mgt 038-500177 Technology Software – Software Licenses/Maintenance 23EMPG 2020	$3,000.00

EXPLANATION

This contract amendment will provide the Department of Safety, Division of Fire Safety, Office of the Fire Marshal (FMO) with an additional license to use PEAC software in FY2024. This will increase the total number of licenses to twelve. Additionally, this contract exercises a renewal option, which extends the completion date to September 18, 2025.

PEAC software helps responders in determining appropriate responses based on a "worst-case" scenario hazard assessment. This tool is available to the Office of the Fire Marshal and Regional Hazmat Teams. PEAC also assists in developing specific plans for commodity substance and shipping container incidents across the state. Tier II reporting portal is available to all facilities in the state who are required to report hazardous substances. Facilities will continue to enter Tier II reporting directly into the PEAC software, resulting in a more efficient and effective Tier II reporting process.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

DEPARTMENT OF SAFETY

OFFICE OF THE FIRE MARSHAL, PALMTOP EMERGENCY ACTION FOR CHEMICALS (PEAC) SOFTWARE

DOS 2020-03

CONTRACT AMENDMENT C

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of Contract DOS 2020-03, on October 23, 2019, Item #85, and amended on December 2, 2020 Item #48, and amended on September 7, 2022 Item #104 (herein after referred to as the "Agreement"), AristaTek, Inc. (hereinafter referred to as "Contractor" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety (hereinafter referred to as the "Department"), certain sums as specified therein;

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

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

WHEREAS, the Vendor agrees to provide maintenance and support for AristaTek's PEAC Software.

WHEREAS, the Department and the Vendor wish to increase the Contract price by $32,965.00 to bring the total contract price to $168,355.00

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the

Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by $32,965.00 from $135,390 to $168,355.00.

2. Amend Section 1.7 of the State of New Hampshire P-37 General Provisions by extending the Completion Date from September 18, 2024, to September 18, 2025.

3. The Agreement is further amended as described in Table 1:

TABLE 1: AMENDMENT DETAILS	
EXIBIT B: PRICE AND PAYMENT SCHEDULE	**AMENDED TEXT**

Section 1.1	- Amend the end date to read "effective date through September 18, 2025".
Section 1.1	- Amend Table 1.2 Active, Deliverble, or Milestone to include

Activity, Deliverable, or Milestone	Projected Delivery Date	Price
Additional Add-On License	1/1/2024	$ 1,500.00
Annual License and Renewal	10/1/2024	$ 31,465.00

TABLE 2: CONTRACT HISTORY

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
DOS 2020-03	Original Contract	October 23, 2019, Item #85	September 18, 2022	$57,290.00
Amendment A	1st Amendment	December 2, 2020, Item #48	September 18, 2022	$18,650.00
Amendment B	2nd Amendment Increase Price Limitation & End Date	September 7, 2022, Item #104	September 18, 2024	$59,450.00
Amendment C	3rd Amendment Increase Price Limitation & End Date	TBD	September 18, 2025	$32,965.00
			CONTRACT TOTAL	$168,355.00

DEPARTMENT OF SAFETY
OFFICE OF THE FIRE MARSHAL, PALMTOP EMERGENCY ACTION FOR CHEMICALS (PEAC) SOFTWARE
DOS 2020-03
CONTRACT AMENDMENT C

CONTRACTOR

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

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

S. Bruce King Date: 2/1/2024

AristaTek, Inc.

STATE OF NEW HAMPSHIRE

Date: 2/7/24

Amy Newbury, Director of Administration
State of New Hampshire
Department of Safety

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

Approved by the Attorney General

Date: 2/20/24

State of New Hampshire, Department of Justice

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

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration

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

Denis Goulet
Commissioner

January 24, 2024

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

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Arista Tek Inc., as described below and referenced as DoIT No. 2020-018C.

The purpose of this request is to add an additional license in FY2024 and extend the Palmtop Emergency Action for Chemicals (PEAC) software agreement for an additional (1) year.

The Total Price Limitation will increase by $32,965 for a New Total Price Limitation of $168,355, effective upon Governor and Council approval through September 18, 2025.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2020-018C

cc: Ron Reed, IT Manager

AristaTek, Inc. Quote

Quote Date: 11/15/2023
Quote Number: 11-15-2023-1386

Voice: 877-912-2200 ext. 814
FAX: 307-755-5862

PEAC ARISTATEK

710 Garfield St, Suite 220
Laramie, WY 82070
ReneeS@AristaTek.com

Customer Information:

Customer Name: New Hampshire Division of Fire Safety
Address: 33 Hazen Drive
Address:
City, State, and Zip: Concord, NH 03305
Phone: 603-223-4289
Attention: Brian Allard
email: brian.h.allard@dos.nh.gov

Product Code	Description	Unit Price	Qty	Amount
PEAC-WMD WIN v6 Add on License	Each add on license to PEAC-WMD v6 Software Application and Database for Windows with 1 year of software upgrades, and 1 year of technical support. License will coincide with existing Hazard Analysis Package Each License = $1,500 additional. Renewal cost = $495/each	$ 1,500.00	1	$ 1,500.00
	Subtotal:			$ 1,500.00
	Discount (if any):			
	U.S. Shipping and handling			
	TOTAL AMOUNT			$ 1,500.00

Quote Provided by: Renée Soriano

This quote is valid for 30 days from the above date unless explicitly stated otherwise.

Orders must be accompanied by either:

1. A check for full amount to AristaTek, Inc at the address above.
2. A duly authorized company Purchase Order (PO)
3. Payment by ACH, EFT, or wire transfer (call 307-721-2126 for banking instructions).
4. Payment by valid charge card information (MasterCard, Visa, AmEx - including card number, expiration date, CCV, name on card, billing address for card, and billing phone # for card). For charges over $2,500 a 3% processing fee will be added.

All sales are governed by AristaTek's Licensing Agreement, and all products are subject to AristaTek's Limited Warranty. The License Agreement and Limited Warranty are found in the Appendix C of the PEAC-WMD User's Manual. A demo copy can be requested at www.aristatek.com.

Customer agrees to pay interest at the rate of 18% per annum on all amounts not paid in 30 days after the Invoice Date until paid in full. In the event AristaTek finds it necessary to employ the services of an attorney to collect sums due hereunder, purchaser agrees to pay all costs of collection including reasonable attorney's fees.

Provisions in customer's Purchase Orders contrary to these conditions are not binding upon us unless accepted by us in writing.

AristaTek, Inc. Certificates and Representations:

Dunn & Bradstreet No: 069288798

CAGE Code: 1LBM8

EIN: 83-0325339

AristaTek is a Certified HUBZone Small Business Concern

AristaTek, Inc. Quote

Quote Date: 11/28/2023
Quote Number: 11-28-2023-1390

Voice: 877-912-2200 ext. 814
FAX: 307-755-5862

710 Garfield St, Suite 220
Laramie, WY 82070
ReneeS@AristaTek.com

Customer Information:

Customer Name: New Hampshire Division of Fire Safety
Address: 33 Hazen Drive
Address:
City, State, and Zip: Concord, NH 03305
Phone: 603-223-4289
Attention: Brian Allard
email: brian.h.allard@dos.nh.gov

Product Code	Description	Unit Price	Qty	Amount
WC Hazard Analysis for Planning and Response Renewal Package with PEAC Region license, TIER II integration	Renewal of Commodity Hazard Analysis for Planning & Exercises - Perform proprietary 'worst case' hazard assessment and analysis on the state of New Hampshire delineated commodity substances and shipping containers, up to 1502 combinations for the state of New Hampshire. Service includes PEAC 2-step data match and file conversion for access to PEAC technical reference, modeling and analytical tools inside PEAC-WMD and PEAC-WEB to be used for emergency planning and preparing hazmat exercises. 'Worst Case' analysis will be delivered via AristaTek hosted secure web service PEAC-WEB available to New Hampshire Fire Marshal office and Regional hazmat teams only. Additional year of upgrades and Tech support for New Hampshire Hazmat Response Teams Region License package includes renewal for twelve (12) licenses. Renewal provides updates and tech support for one year, 3 hours of online training, PEAC WEB access and Monthly Training Tuesday Webinars 'Worst Case' hazard assessment reports will be generated for each commodity using proprietary hazard analysis in order to highlight specific hazards in more detail along w/a map of the worst case model. 'Worst Case' hazard assessment reports delivered in data file viewable within PEAC-WMD software, with additional access to 10 previously delineated commodity substances. Hazmat substances will be represented on maps by an NFPA Hazmat Diamond/Shipping Container icon that shows the highest value in each quadrant based on chemical, and allows users to move icon to mimic hazards in different areas of the map. Price is for 12 months of service and includes delivery of a Zip.File containing all TIER II facility data collected through the Portal for the expressed required delivery to Region 1 EPA.	$ 28,465.00	1	$ 28,465.00
PEAC WMD Custom Portal Solution	Subscription to Implement PEAC - TIER II Portal Solution provides access to the State of New Hampshire for one (1) year. Includes Facility Upload TIER II Data Base Service and distribution of Data into PEAC WMD Licenses for end user access. Service provided from December 31, 2024 - December 31, 2025. Price is for 12 months of service and includes delivery of a Zip.File containing all TIER II facility data collected through the Portal for the expressed required delivery to Region 1 EPA. Discount provided to the State of New Hampshire as an upgrade to their current PEAC WMD Hazard Vulnerability Analysis package if purchased without Analysis package cost will be subject to increase.	$ 3,000.00	1	$ 3,000.00
	Subtotal:			$ 31,465.00
	Discount (If any):			
	U.S. Shipping and handling			
	TOTAL AMOUNT			$ 31,465.00

Quote Provided by: Renée Soriano

This quote is valid for 90 days from the above date unless explicitly stated otherwise.

Orders must be accompanied by either:

1. A check for full amount to AristaTek, Inc at the address above.
2. A duly authorized company Purchase Order (PO)
3. Payment by ACH, EFT, or wire transfer (call 307-721-2126 for banking instructions).
4. Payment by valid charge card information (MasterCard, Visa, AmEx - including card number, expiration date, CCV, name on card, billing address for card, and billing phone # for card). For charges over $2,500 a 3% processing fee will be added.

All sales are governed by AristaTek's Licensing Agreement, and all products are subject to AristaTek's Limited Warranty.
The License Agreement and Limited Warranty are found in the Appendix C of the PEAC-WMD User's Manual. A demo copy can be requested at www.aristatek.com.

Customer agrees to pay interest at the rate of 18% per annum on all amounts not paid in 30 days after the Invoice Date until paid in full. In the event AristaTek finds it necessary to employ the services of an attorney to collect sums due hereunder, purchaser agrees to pay all costs of collection including reasonable attorney's fees.

Provisions in customer's Purchase Orders contrary to these conditions are not binding upon us unless accepted by us in writing.

AristaTek, Inc. Certificates and Representations:

Dunn & Bradstreet No: 069288798

CAGE Code: 1LBM8

EIN: 83-0325339

AristaTek is a Certified HUBZone Small Business Concern

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 ARISTATEK, INC is a Wyoming Profit Corporation registered to transact business in New Hampshire on September 10, 2019. 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: **826986**

Certificate Number: **0006533688**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of January A.D. 2024.

David M. Scanlan
Secretary of State

STATE OF WYOMING
Office of the Secretary of State

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that according to the records of this office,

Aristatek, Inc.

is a

Profit Corporation

formed or qualified under the laws of Wyoming did on **January 19, 1999**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **1999-000341252**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 10th day of January, 2024 at 9:34 AM. This certificate is assigned ID Number 068490331.

Chuck Gray

Secretary of State

Notice: A certificate issued electronically from the Wyoming Secretary of State's web site is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Confirmation screen of the Secretary of State's website https://wyobiz.wyo.gov and following the instructions displayed under Validate Certificate.

CORPORATE RESOLUTION
OF
ARISTATEK INC.

We, the undersigned, all being Directors of AristaTek Inc., organized and existing under the laws of Wyoming, and having its principal place of business at 365 N. 9th St, Rm 222, Laramie, WY 82070, hereby certify that the following is a true and correct copy of the resolution duly adopted at a meeting of the Directors of the Corporation duly held and convened on August 16, 2001, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

Therefore, it is resolved: That S. Bruce King assume the position of CEO (Chief Executive Officer) and have the authority, including signatory authority, to represent the company in matters requiring such authority and execute any agreements that obligate the company.

By affirmative vote noted as signatures below, a majority vote of the Board of Directors of AristaTek Inc. with authority to bind the Company approves the form and content of this resolution, to be effective immediately.

DIRECTORS

S. Bruce King	S Bruce King
Director Signature	Printed Name
John S. Nordin	John S. Nordin
Director Signature	Printed Name
[illegible]	David S. Heesley
Director Signature	Printed Name
[illegible]	Thayne Routh
Director Signature	Printed Name

ARISINC-02 MMONDRAGON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2024

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).

PRODUCER License # 6024
HUB International Mountain States Limited
400 E 1st St, Suite 105
Casper, WY 82601

CONTACT NAME:
PHONE (A/C, No, Ext): (307) 266-1434 FAX (A/C, No): (307) 333-0641
E-MAIL ADDRESS: mara.mondragon@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arista Tek, Inc.
710 Garfield Street, #220
Laramie, WY 82070

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			FEI-ECC-16485-09	7/13/2023	7/13/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Professional Liabil						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYERS LIABI	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			FEI-ECC-16485-09	7/13/2023	7/13/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			FEI-EXS-23101-06	7/13/2023	7/13/2024	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Department of Safety New Hampshire State Fire Marshal's Office
33 Hazen Drive
Concord, NH 03305

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

Unemployment Tax
P.O. Box 2760
Casper, WY 82602 2760
Phone 307-235-3217
Fax 307-235-3278

Robin Sessions Cooley, J.D.
Director
Elizabeth Gagen, J.D.
Deputy Director

NEW HAMPSHIRE DEPT OF SAFETY
ERIN NEWNAN
33 HAZEN DRIVE
CONCORD, NH 03305

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER:	175318
ONLY VALID AS ISSUED TO:	NEW HAMPSHIRE DEPT OF SAFETY
EFFECTIVE DATE:	1/10/2024
EXPIRATION DATE:	1/10/2025

PROJECT: New Hampshire Tier II Portal and Software

A review of the Division files indicates that ARISTATEK INC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use ARISTATEK INC after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

ARISTATEK INC
710 E GARFIELD ST STE 220
LARAMIE, WY 82070-3912

Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

5221 Yellowstone Rd
Cheyenne, WY 82002
307.777.6763 - Fax:307.777.5298
https://dws.wyo.gov

Robin Sessions Cooley, J.D.
Director
Elizabeth Gagen, J.D.
Deputy Director

Recipient:

NEW HAMPSHIRE DEPT OF SAFETY
Attn: ERIN NEWNAN
33 HAZEN DRIVE
CONCORD, NH 03305

Employer:

ARISTATEK INC
710 E GARFIELD ST STE 220
LARAMIE, WY
82070-3912

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date:	1/10/2024
EXPIRATION DATE:	1/10/2025
Job Reference:	New Hampshire Tier II Portal and Software

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation

AUG26'22 AM11:22 RCVD

104 MLC

FS-ADMIN-07-2022-01

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

August 22, 2022

G&C #104
09/07/2022

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Fire Safety, to exercise a contract renewal option with AristaTek, Inc. (VC#310049-B001), Laramie, WY 82070, for Palmtop Emergency Action for Chemicals (PEAC) hazardous materials software by increasing the price limitation by $59,450.00 from $75,940.00 to $135,390.00 and extending the completion date from September 18, 2022 to September 18, 2024 effective upon Governor and Council approval. The original contract was approved by Governor and Council on October 23, 2019, item #85. 100% Federal Funds.

Funding is available in the SFY 2023 operating budget and contingent upon availability and continued appropriations in SFY 2024 with the authority to adjust between fiscal years through the Budget Office if needed and justified, as follows:

	SFY2023	SFY2024
02-23-23-236010-90040000 Dept of Safety – HSEM HMEP Grant 038-500177 Technology Software- Software Licenses/maintenance 23HMEP 2020	$27,970.00	$25,480.00
02-23-23-236010-74840000 Dept of Safety – Info Analysis & Emer Mgt 038-500177 Technology Software- Software Licenses/maintenance 23HMEP 2020	$3,000.00	$3,000.00

EXPLANATION

This contract amendment is to provide the Department of Safety, Division of Fire Safety, Office of the Fire Marshal (FMO) with an additional 2-year license to use Palmtop Emergency Action for Chemicals (PEAC) software. PEAC software is utilized to determine appropriate hazardous materials response based on a "worse-case' hazard assessment. This tool is make available to the Office of the Fire Marshall and Regional Hazmat Teams.

PEAC functionality will help all hazmat responders in developing specific plans for commodity substance and shipping container incidents across the state. The Tier II reporting portal is made available to all facilities in the state who are currently required to report their hazardous substances to the FMO. These facilities will continue to enter Tier II reporting directly into the PEAC software making for a more efficient and effective Tier II reporting process.

Respectfully Submitted,

Robert L. Quinn
Commissioner of Safety

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

Denis Goulet
Commissioner

July 18, 2022

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

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with AristaTek, Inc., as described below and referenced as DoIT No. 2020-018B.

The purpose of this request is to amend an existing contract with AristaTek, Inc. to extend the Palmtop Emergency Action for Chemicals (PEAC) software agreement for an additional two years.

The funding amount for this amendment is not to exceed $59.450.00, increasing the current contract from $75,940.00 to $135,390.00, and extending the completion date to September 18, 2024. This amendment shall become effective upon the Governor and Executive Council approval.

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

Sincerely,

Denis Goulet

DG/RA
DoIT #2020-018B
cc: Ronald Reed, IT Manager, DoIT

State of New Hampshire
Department of Safety
Office of the Fire Marshal, Palmtop Emergency Action for Chemicals (PEAC) Software
Arista Tek, Inc. DOS Contract 2020-03 Amendment#2

This Agreement (hereinafter called "Amendment #2") is by and between AristaTek, Inc. (VC#310049-B001), Laramie, WY 82070, and the State of New Hampshire, acting by and through the Department of Safety, hereinafter referred to as DOS.

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Governor and Executive Council, on October 23, 2019, Item # 85, and amended on October 30, 2020 Item # 48, AristaTek agreed to provide DOS with Palmtop Emergency Action for Chemicals (PEAC) software, a hazardous materials (Hazmat) software suite used for emergency planning and response for the Division of Fire Safety.

WHEREAS, AristaTec, Inc. and DOS have agreed to amend the Agreement;

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

The Agreement is hereby amended as follows:

1. Amend the Contract Agreement – General Provisions, section 1.7, by extending the Completion Date from September 18, 2022 to September 18, 2024.

2. Amend the Contract Agreement – General Provisions, section 1.8 by increasing the Price Limitations from $75,940.00 to $135,390.00. 100% Grant Funded from FY 2020 Hazardous Materials Emergency Preparedness (HEMP) and Emergency Management Performance Grant (EMPG).

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment #2, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment #2 shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

Date: 7/19/2022 Initials: SBK

State of New Hampshire
Department of Safety
Office of the Fire Marshal, Palmtop Emergency Action for Chemicals (PEAC) Software
Arista Tek, Inc. DOS Contract 2020-03 Amendment#2

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

ARISTA TEK, INC.

By: S. Bruce King Date: 7/19/ 2022

Title: CEO

Corporate Signature Notarized:

State of Wyoming
County of Albany

On this the 19 day of July, 2022, before me, Sadie Randeau the undersigned Officer S. Bruce King, personally appeared and acknowledged himself to be the CEO of Arista Tek, Inc. a corporation, and that he, as such CEO being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself CEO of Arista Tek, Inc.

IN WITNESS WEHREOF I hereunto set my hand and official seal.

Sadie Randeau
Notary Public/Justice of the Peace

My Commission Expires:
June 5, 2024

Sadie Randeau
COUNTY OF ALBANY STATE OF WYOMING
MY COMMISSION EXPIRES 6/5/24

(Seal)

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution:

Date: 7/19/2022 Initials: SBK

State of New Hampshire
Department of Safety
Office of the Fire Marshal, Palmtop Emergency Action for Chemicals (PEAC) Software
Arista Tek, Inc. DOS Contract 2020-03 Amendment#2

STATE OF NEW HAMPSHIRE

Department of Safety

By: _____ Date: 8/22/22

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

OFFICE OF THE ATTORNEY GENERAL:

By: _____ on 8/25/22

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE ON _____

Signed: _____

Title: _____

Date: 7/19/2022 Initials: SBK

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 ARISTATEK, INC is a Wyoming Profit Corporation registered to transact business in New Hampshire on September 10, 2019. 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: 826986

Certificate Number: 0005850531

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of August A.D. 2022.

David M. Scanlan

Secretary of State

CORPORATE RESOLUTION
OF
ARISTATEK INC.

We, the undersigned, all being Directors of AristaTek Inc., organized and existing under the laws of Wyoming, and having its principal place of business at 365 N. 9th St, Rm 222, Laramie, WY 82070, hereby certify that the following is a true and correct copy of the resolution duly adopted at a meeting of the Directors of the Corporation duly held and convened on August 16, 2001, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

Therefore, it is resolved: That S. Bruce King assume the position of CEO (Chief Executive Officer) and have the authority, including signatory authority, to represent the company in matters requiring such authority and execute any agreements that obligate the company.

By affirmative vote noted as signatures below, a majority vote of the Board of Directors of AristaTek Inc. with authority to bind the Company approves the form and content of this resolution, to be effective immediately.

DIRECTORS

S. Bruce King	S Bruce King
Director Signature	Printed Name
John S. Nordin	John S. Nordin
Director Signature	Printed Name
[illegible]	David Sheesley
Director Signature	Printed Name
[illegible]	Thayne Routh
Director Signature	Printed Name

ARISINC-02 AMCCLUSKEY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/25/2022

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

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

PRODUCER License # 6024
HUB International Mountain States Limited
400 E 1st St, Suite 105
Casper, WY 82601

CONTACT NAME:
PHONE (A/C, No, Ext): (307) 266-1434 FAX (A/C, No): (307) 333-0641
E-MAIL ADDRESS: alyssa.mccluskey@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arista Tek, Inc.
710 Garfield Street, #220
Laramie, WY 82070

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			FEI-ECC-16485-09	7/13/2022	7/13/2023	EACH OCCURRENCE	$ 1,000,000
	X Professional Li						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYERS LIABI	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			FEI-ECC-16485-09	7/13/2022	7/13/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			FEI-EXS-23101-06	7/13/2022	7/13/2023	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		FEI-ECC-16485-09	7/13/2022	7/13/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liabili			FEI-ECC-16485-09	7/13/2022	7/13/2023	Aggregate	2,000,000

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

CERTIFICATE HOLDER

State of New Hampshire - Fire Marshall's Office

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Rene LeClerc

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

FS-ADMIN-10-2020-01

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER OF
SAFETY

GC Item 48
12-02-2020

October 30, 2020

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Fire Safety, Office of the Fire Marshal (FMO) requests authorization to amend the sole source contract with AristaTek, Inc. of Laramie, WY 82070 (VC#310049-B001) by increasing the license renewal limitation for both year 2 and year 3 in the amount of $9,325.00 each year for a total increase of $18,650.00, thereby bringing the total contract amount from $57,290.00 to $75,940.00, to increase current software capabilities. Effective upon Governor and Council approval through September 18, 2022. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 operating budget as follows:

		SFY 2021
02-23-23-236010-90040000 Dept. of Safety – Homeland Sec-Emer Mgmt – HMEP Grant 038-500177 Technology-Software – Software License/Maint. Mainframe/Network Activity Code: 23HMEP 2020		$12,650.00
02-23-23-236010-80920000 Dept. of Safety – Homeland Sec-Emer Mgmt – 100% EMPG Local Match 085-588599 Trans fed funds to othr agency - Federal Activity Code: 23EMPG 2019		6,000.00
	Total	$18,650.00

Explanation

This contract amendment will increase the capabilities of the current Palmtop Emergency Action for Chemicals (PEAC) software, a hazardous materials (Hazmat) software suite used for emergency planning and response. The Office of the Fire Marshall and all Regional Hazmat Teams have access to the PEAC software. This amendment adds "worst case" hazard assessment and analysis functionality and a Tier II reporting portal solution.

The "worst case" hazard assessment will be available to the Office of the Fire Marshall and the Regional Hazmat teams. This functionality will help all hazmat responders to develop specific plans for commodity substance and shipping container incidents across the state. The Tier II reporting portal will be made available to all facilities in the state who are currently required to report their hazardous substances to the FMO. These facilities will now be able to enter Tier II reporting directly into the PEAC software making for a more efficient and effective Tier II reporting process.

The purchase of the additional software functionalities will be funded from the FFY'20 Hazardous Materials Emergency Preparedness (HMEP) Grant Program and the FFY'2019 Emergency Management Performance Grant (EMPG) program.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

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

Denis Goulet
Commissioner

October 26, 2020

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

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a SOLE SOURCE contract with AristaTek, Inc., as described below and referenced as DoIT No. 2020-018A.

The purpose of this request is to amend an existing contract with AristaTek, Inc. to include an annual update to the "Worst Case Analysis" data. Furthermore, the software will undergo the addition of a portal to directly upload the agencies Tier II Submit forms to AristaTek, eliminating the need for the Department of Safety to receive and manage the Tier II data..

The funding amount for this amendment is not to exceed $18,650.00, increasing the current contract from $57,290.00 to $75,940.00, with no change of the current completion date of September 18, 2022. This amendment shall become effective upon the Governor and Executive Council approval through September 18, 2022.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2020-018A
cc: Ronald Reed, IT Manager, DoIT

Contract Amendment

Additional Funding and Software Capabilities
(Purpose for Contract Amendment)

AristaTek, Inc.
(Contractor)

It is hereby agreed that the initial contract, approved by Governor and Council on October 23, 2019, Item #85, between AristaTek, Inc. of Laramie, WY 82070 (VC#310049-B001) as "Contractor" and the Department of Safety, Division of Fire Safety, Office of the Fire Marshal (FMO) as "State," to procure Palmtop Emergency Action for Chemicals (PEAC) Software, is amended as follows:

1. GENERAL PROVISIONS, Section 1.8, Grant Limitation;

Delete in its entirety and replace with $75,940.00.

(This amount includes the initial contract amount of $57,290.00 with the addition of $6,000.00 ($3,000/year) for the Tier II Reporting functionally and $12,650.00 ($6,325.00/year) for the 'Worst Case' Analysis functionality.)

2. PART 2 – INFORMATION TECHNOLOGY PROVISIONS, Contract Cover Sheet, Amount of Contract;

Delete in its entirety and replace with $75,940.00.

PART 2 – INFORMATION TECHNOLOGY PROVISIONS, Introduction, Paragraph 2;

Delete item in its entirety and replace with:

AristaTek is looking to provide the State with Palmtop Emergency Action for Chemicals (PEAC) software, a hazardous materials (Hazmat) software suite for emergency planners and responders. PEAC software consists of a suite of software products that are designed to operate in both offline and online environments assuring functionality during an emergency. PEAC is organized into four main functions that serve emergency planners and responders for Hazmat: technical reference and research, hazard modeling and safe stand-off mapping, Incident Command System (ICS)/National Incident Management System (NIMS) Reporting, and Tier II fixed-facility management.

This contract will provide the State of New Hampshire with the following functionalities; perform 'worst case' hazard assessment and analysis on commodity substances and shipping containers, up to 1000 combinations. This process includes PEAC 2 step data match and file conversion for access to PEAC technical reference, modeling and analytical tools inside PEAC-WMD and PEAC-WEB to be used for emergency planning and preparing hazmat exercises. 'Worst Case' analysis will be delivered via AristaTek hosted secure web service PEAC-WEB available to New Hampshire Fire Marshal office and Regional hazmat teams only. Renewals provide updates and tech support for one year, 3 hours of online training, PEAC WEB access and Monthly Training Tuesday Webinars. The 'Worst Case' hazard assessment reports will be generated for each commodity using proprietary hazard analysis in order to highlight specific hazards in more detail along with a map of the worst case model. The 'Worst Case' hazard assessment reports are delivered in data file viewable within PEAC-WMD software, with additional access to 1504 delineated commodity substances. The hazmat substances are represented on maps by an NFPA Hazmat Diamond/Shipping Container icon that shows the highest value in each quadrant based on chemical, and allows users to move icon to mimic hazards in different areas of the map.

The PEAC - TIER II Portal Solution will provide access for facilities in New Hampshire to upload their Tier II report to PEAC, thus eliminating the need for the State to receive and forward the data to PEAC.

3. PART 3 – Exhibit B, Price and Payment Schedule, Section 1.1, Firm Fixed Price;

Delete item in its entirety and replace with:

	Activity, Deliverable or Milestone	Projected Delivery Date	Price
1	Signing of Vendor Contract	9/23/2019	$10,000.00
2	Software Installation	10/14/2019	$10,000.00
3	Training	10/21/2019	$10,000.00
4	Annual Licensing and Renewal	10/1/2020	$19,970.00
5	Tier II Reporting Capability	10/1/2020	$3,000.00
6	Annual Licensing and Renewal	10/1/2021	$19,970.00
7	Tier II Reporting Capability	10/1/2021	$3,000.00

PART 3 – Exhibit B, Price and Payment Schedule, Section 1.4, SAAS Services Pricing Worksheet, Table 1.4;

Delete item in its entirety and replace with:

SAAS SERVICES	Year 1	Year 2	Year 3	TOTAL
Deployment and Installation of Licenses	$30,000			$30,000
Annual Licensing & Renewal		$19,970	$19,970	$39,940
Tier II Reporting Capability		$3,000	$3,000	$6,000
GRAND TOTAL				$75,940

4. All other provisions of the contract, approved by the Governor and Executive Council on October 23, 2019 shall remain in full force and effect.

S. Bruce King
(Contractor)

By: S. BRUCE KING

Title: CEO

Company: ARISTA TEK INC

State of: WYOMING

County of: ALBANY

On the 30 day of SEPTEMBER, 2020 there appeared before me in the state and county foresaid, a person who satisfactorily identified himself as SAMUEL BRUCE KING and acknowledged that he executed this document.

In witness whereof, I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires: 12/28/2020

Jordan Martin - Notary Public
County of Albany
State of Wyoming
My Commission Expires December 28, 2020

(Affix Seal)

STATE OF NEW HAMPSHIRE

By: _____ Title: Director of Administration

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution

OFFICE OF THE ATTORNEY GENERAL

By: _____ On: November 18, 2020

Assistant Attorney General

Governor and Council of New Hampshire

On: _____, 20___

Signed: _____ Title: _____

CORPORATE RESOLUTION

I, John S. Nordin hereby certify that I am duly elected Corporate Secretary and Director of AristaTek, Inc.

I hereby certify the attached is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 16, 2001 at which a quorum of the Directors/shareholders were present and voting. The resolution authorized S. Bruce King to act as the CEO (Chief Executive Officer) and bind the corporation by signing contracts, agreements, and other instruments, as necessary.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of OCT 22, 2020. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and they have full authority to bind the corporation to the specific contract indicated.

DATED 22 Oct 2020 ATTEST John S Nordin Secretary

(Name & Title)

State: Wyoming

County: Albany

On this 22nd day of October 2020, before me, Angelita P. Candelaria, the undersigned officer, personally appeared John S. Nordin known to me to be the person whose name is signed on the foregoing document and acknowledged to me the he signed voluntarily for its stated purpose and that it was his free act and deed.

In witness thereof, I hereunto set my hand and official seal.

Angelita P. Candelaria

Justice of the Peace/Notary

Commission Expires: 10-3-2021

Angelita P. Candelaria - Notary Public
County of Albany
State of Wyoming
My Commission Expires 10-3-2021

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ARISTATEK, INC is a Wyoming Profit Corporation registered to transact business in New Hampshire on September 10, 2019. 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: 826986
Certificate Number: 0005013262

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of September A.D. 2020.

William M. Gardner
Secretary of State

STATE OF WYOMING
Office of the Secretary of State

I, EDWARD A. BUCHANAN, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that according to the records of this office,

Aristatek, Inc.
is a
Profit Corporation

formed or qualified under the laws of Wyoming did on **January 19, 1999**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **1999-000341252**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 30th day of September, 2020 at 4:08 PM. This certificate is assigned ID Number 039404435.

Secretary of State

Notice: A certificate issued electronically from the Wyoming Secretary of State's web site is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Confirmation screen of the Secretary of State's website https://wyobiz.wyo.gov and following the instructions displayed under Validate Certificate.

ARISINC-02 DELETOURNEAU

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2020

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

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

PRODUCER
Wyoming Financial Insurance
400 E 1st St, Ste 105
Casper, WY 82601

CONTACT NAME: Denise Letourneau
PHONE (A/C, No, Ext): (307) 233-8301 FAX (A/C, No):
E-MAIL ADDRESS: dletourneau@wercs.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Admiral Insurance Company — 24856
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Arista Tek, Inc.
710 Garfield Street, #220
Laramie, WY 82070

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR		FEIECC1648507	7/13/2020	7/13/2021	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						$
A	AUTOMOBILE LIABILITY		FEIECC1648507	7/13/2020	7/13/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS					BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	$
							$
A	X UMBRELLA LIAB / X OCCUR		FEIEXS2310104	7/13/2020	7/13/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE					AGGREGATE	$ 1,000,000
	DED / RETENTION $						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		FEIECC1648507 STOP GAP	7/13/2020	7/13/2021	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab		FEIECC1648507	7/13/2020	7/13/2021	Claim Expense Limit	1,000,000
A	Professional Liab		FEIECC1648507	7/13/2020	7/13/2021	Claim Expense Aggr	2,000,000

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

CERTIFICATE HOLDER

NH Dept. of Safety
33 Hazen Drive
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Denise Letourneau

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

5221 Yellowstone Rd
Cheyenne, WY 82002
307.777.6763 - Fax:307.777.5298
http://www.wyomingworkforce.org

Robin Sessions Cooley, J.D.
Director
Elizabeth Gagen, J.D.
Deputy Director

Recipient:

NEW HAMPSHIRE FIRE MARSHAL OFFICE
Attn: JAMES STONE
33 HAZEN DR
CONCORD, NH 03301

Employer:

ARISTATEK INC
710 E GARFIELD ST STE 220
LARAMIE, WY
82070-3912

WORKERS' COMPENSATION CERTIFICATE OF GOOD STANDING

Mail Date:	9/30/2020
EXPIRATION DATE:	9/30/2021
Job Reference:	Hazardous Materials Response and Reporting Software

This is to certify that the above named employer is in compliance with the Wyoming Workers' Compensation Act. The account is in good standing as of the above date.

Wyoming Workers' Compensation monthly/quarterly payroll reports shall be submitted and payments made on or before the last day of the month following the month for which the earnings are computed and paid. Prime contractors may verify good standing of a sub-contractor's business by contacting the Division by telephone, after the initial certificate has been issued.

In private work, a contractor is liable for the payment of Workers' Compensation premiums for the employees of any subcontractor, if the subcontractor primarily liable has not paid the premiums as provided in the Act, pursuant to Wyoming Statute 27-14-206. Contractors should request a Certificate of Good Standing from the subcontractor before making final settlement of the contract.

If you have any further questions or concerns, please contact our office at 307-777-6763.

Sincerely,

Office Support Specialist
Division of Workers' Compensation

Mark Gordon
Governor

State of Wyoming
Department of Workforce Services

Unemployment Tax
P.O. Box 2760
Casper, WY 82602 2760
Phone 307-235-3217
Fax 307-235-3278

Robin Sessions Cooley, J.D.
Director
Elizabeth Gagen, J.D.
Deputy Director

NEW HAMPSHIRE FIRE MARSHAL OFFICE
JAMES STONE
33 HAZEN DR
CONCORD, NH 03301

UNEMPLOYMENT INSURANCE CERTIFICATE OF GOOD STANDING

CERTIFICATE

NUMBER:	103126
ONLY VALID AS ISSUED TO:	NEW HAMPSHIRE FIRE MARSHAL OFFICE
EFFECTIVE DATE:	9/30/2020
EXPIRATION DATE:	9/30/2021

PROJECT: Hazardous Materials Response and Reporting Software

A review of the Division files indicates that ARISTATEK INC is in compliance with the Wyoming Unemployment Insurance requirements as of the effective date shown above.

This certificate holds you, the recipient, harmless for unpaid Unemployment Insurance debt owed by the certified company during the period set forth above. If you continue to use ARISTATEK INC after the expiration date of this certificate, you may be held liable for their unpaid Unemployment Insurance debt pursuant to Wyoming Statute 27-3-502(f).

ARISTATEK INC
710 E GARFIELD ST STE 220
LARAMIE, WY 82070-3912

FS-ADMIN-09-2019-01

State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, N.H. 03305
603-271-2791

RQ# 196926

ROBERT L. QUINN
COMMISSIONER OF SAFETY

September 5, 2019

GC #85
10-23-2019

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Fire Safety, Office of the Fire Marshal (FMO) requests authorization to enter into a sole source contract with AristaTek, Inc. of Laramie, WY 82070 (VC#310049-B001) to procure Palmtop Emergency Action for Chemicals (PEAC) Software in a total amount of $57,290.00. Effective upon Governor and Council approval through September 18, 2022 with an option to renew for two additional years at the sole discretion of the State. Funding source: 100% Federal Funds.

Funding is anticipated to be available in the SFY 2020 operating budget and contingent on availability and continued appropriations in SFY 2021 and SFY 2022 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	SFY 2020	SFY 2021	SFY 2022
02-23-23-238010-53110000 Dept. of Safety - Div. of Fire Safety - HMEP Grant 038-500177 Grants to Local Gov't - Federal Activity Code: HMEP 2019	$30,000.00	$13,645.00	$13,645.00

Explanation

This contract is sole source because the one proposal received in response to a request for proposals released on August 5, 2019 meets the business needs of the Division, but did not fully comply with all RFP requirements. This contract purchases hazardous materials response and reporting software provided by AristaTek, Inc. This Palmtop Emergency Action for Chemicals (PEAC) software will allow the Division of Fire Safety and Local Emergency Planning Commissions (LEPCs) access to chemical inventories as well as hazard analysis and emergency planning capabilities in both offline and online environments assuring functionality during an emergency. PEAC software is organized into four main functions that serve emergency planners and responders for hazardous materials: technical reference and research, hazard modeling and safe stand-off mapping, Incident Command System (ICS)/National Incident Management System (NIMS) Reporting, and Tier II fixed-facility management. The initial purchase of this software will include nine (9) licenses for access to the first three functions (technical reference and research, hazard modeling and safe stand-off mapping, and Incident Command System [ICS]/National Incident Management System [NIMS] Reporting).

The contract will be funded from the FFY'18 Hazardous Materials Emergency Preparedness (HMEP) Grant Program which was awarded to the Department of Safety, Division of Fire Safety by the US Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA) to support activities that increase State and local effectiveness in handling hazardous materials incidents, to enhance implementation of the Emergency Planning and Community Right-to-Know Act (EPCRA), and to encourage a comprehensive approach to emergency training and planning.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

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

Denis Goulet
Commissioner

September 17, 2019

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

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **SOLE SOURCE** contract with AristaTek, Inc. of Laramie, WY as described below and referenced as DoIT No. 2020-018.

The purpose of this request is to enter into a contract with AristaTek, Inc. to provide the Department of Safety (DOS), Division of Fire Safety, Office of the State Fire Marshal (FMO), with Palmtop Emergency Action for Chemicals (PEAC) Software that will allow the RMP and Local Emergency Planning Commissions (LEPCs) access to chemical inventories as well as hazard analysis and emergency planning capabilities.

The amount of the contract is not to exceed $57,290.00, and shall become effective upon Governor and Executive Council approval through September 18, 2022.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2020-018
cc: Ronald Reed, IT Manager, DoIT

FORM NUMBER P-37 (version 5/8/15)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Division of Fire Safety, Office of the State Fire Marshal		1.2 State Agency Address 33 Hazen Drive, Concord, NH. 03305	
1.3 Contractor Name AristaTek, Inc.		1.4 Contractor Address 710 Garfield, Ste 220, Laramie, WY, 82070	
1.5 Contractor Phone Number 877-912-2200	1.6 Account Number 53110000	1.7 Completion Date September 18, 2022	1.8 Price Limitation $57,290.00
1.9 Contracting Officer for State Agency Paul Parisi, State Fire Marshal		1.10 State Agency Telephone Number 603-223-4289	
1.11 Contractor Signature S. Bruce King		1.12 Name and Title of Contractor Signatory S. Bruce King, Chief Executive Officer	

1.13 Acknowledgement: State of Wyoming, County of Albany

On September 16, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Danielle Harrington

DANIELLE HARRINGTON - NOTARY PUBLIC
COUNTY OF ALBANY STATE OF WYOMING
My Commission Expires January 21, 2020

1.13.2 Name and Title of Notary or Justice of the Peace

Danielle Harrington - Paralegal

1.14 State Agency Signature Date: 9/17/19	1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION

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

By: Director, On:

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

By: On: 10/5/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the

Contractor Initials SBK
Date 9/16/2019

date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

Contractor Initials SBK
Date 9/16/2019

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

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

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

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

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

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

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

Contractor Initials SBK
Date 9/16/2019

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software

PART 2 - INFORMATION TECHNOLOGY PROVISIONS

New Hampshire Department of Information Technology
Contract Cover Sheet

Name of Agency/Division: Department of Safety / Division of Fire Safety, Office of the State Fire Marshal

Contract Number/Name: Hazardous Materials Response and Reporting Software/DOS RFP 2020-03

Contract Purpose: This Request for Proposal (RFP) is issued by the State of New Hampshire, Department of Safety (DOS) Division of Fire Safety, Office of the State Fire Marshal to solicit proposals for a Commercial-off-the-Shelf (COTS) vendor hosted web-portal hazardous materials response and reporting software to provide first responders with a field-deployable comprehensive database of hazardous materials and decision support tools with a platform that resides on individually licensed and authorized computers for modeling, planning, and reporting.

Name of Vendor: Aristotek, Inc.	**Who Negotiated the Contract:** Department of Safety / Division of Fire Safety, Office of the State Fire Marshal
Amount of Contract: $57,290.00	**Funding Source:** FFY 2019 Hazardous Materials Emergency Preparedness Grant Program
Term of Contract: September 18, 2022	**Is this an amendment?** No

Competitive Bid Process: (Explain if "No") No – Sole Source. Cancelled Requst for Proposal as only bid received was noncompliant regarding DoIT requirements.

Background Information:
The Division of Fire Safety, Office of the State Fire Marshal currently uses software for chemical inventory, hazard analysis and emergency planning that is dated and not user friendly especially for field operations and during emergency incidents. New technology and software is being sought to assist and aid first responders.

Special Concerns: N/A

Amendment History (if applicable): N/A

Submitted By: Whitney Welch	**Current Date:** 9/4/2019
Phone: 603.223.3667	**Email:** Whitney.Welch@dos.nh.gov

Contractor Initials: SBK

Date: 9/16/2019

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software

PART 2 - INFORMATION TECHNOLOGY PROVISIONS

TABLE OF CONTENTS

TERMS AND DEFINITIONS 1-4

1. CONTRACT DOCUMENTS 1-13

1.1 CONTRACT DOCUMENTS 1-13
1.2 ORDER OF PRECEDENCE 1-14

2. CONTRACT TERM 1-14

3. COMPENSATION 1-14

3.1 CONTRACT PRICE 1-14
3.2 NON-EXCLUSIVE CONTRACT 1-14

4. CONTRACT MANAGEMENT 4-15

4.1 THE CONTRACTOR'S CONTRACT MANAGER 4-15
4.2 THE CONTRACTOR'S PROJECT MANAGER 4-15
4.3 CONTRACTOR KEY PROJECT STAFF 4-16
4.4 STATE CONTRACT MANAGER 17
4.6 REFERENCE AND BACKGROUND CHECKS 18

5. DELIVERABLES 18

6. SOFTWARE 19

7. SERVICES 20

8. WORK PLAN DELIVERABLE 20

9. CHANGE ORDERS 21

10. INTELLECTUAL PROPERTY 22

10.1 SOFTWARE TITLE 22
10.2 STATE'S DATA AND PROPERTY 22
10.3 CONTRACTOR'S MATERIALS 22
10.4 STATE WEBSITE COPYRIGHT 23
10.5 CUSTOM SOFTWARE SOURCE CODE 23
10.6 SURVIVAL 23

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY 23

11.1 USE OF STATE'S INFORMATION 23
11.2 STATE CONFIDENTIAL INFORMATION 23
11.3 CONTRACTOR CONFIDENTIAL INFORMATION 24
11.4 SURVIVAL 24

12 LIMITATION OF LIABILITY 25

13 TERMINATION 25

Contractor Initials: SDK

Date: 9/16/2019

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software

PART 2 - INFORMATION TECHNOLOGY PROVISIONS

14 CHANGE OF OWNERSHIP 28

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS 29

16 DISPUTE RESOLUTION 29

17.5 INSURANCE CERTIFICATE 32

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software

PART 2 - INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Authorized Persons	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work

Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
Contractor	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this Project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

	Class A Deficiency - *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing."
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
Governor and Executive Council	The New Hampshire Governor and Executive Council.

Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Information	Data, other than personal data, 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.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.

Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel, responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan, on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Service	The work or labor to be performed by the Vendor on the Project as described in the Contract.
the Contractor	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract

Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Safety Division of Fire Safety, Office of the State Fire Marshal 33 Hazen Drive Concord, NH 03305 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	For SaaS applications means 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 extends from July 1st through June 30th of the following calendar year
State Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for

	review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Contractor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks,

	excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software

PART 2 - INFORMATION TECHNOLOGY PROVISIONS

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department Safety, Division of Fire Safety, Office of the Fire Marshal ("State"), and AristaTek, Inc., a Wymoing Corporation, ("Contractor"), having its principal place of business at 710 E. Garfield Street. Suite 220, Laramie, WY 82070.

AristaTek is looking to provide the State with Palmtop Emergency Action for Chemicals (PEAC) software, a hazardous materials (Hazmat) software suite for emergency planners and responders. PEAC software consists of a suite of software products that are designed to operate in both offline and online environments assuring functionality during an emergency. PEAC is organized into four main functions that serve emergency planners and responders for Hazmat: technical reference and research, hazard modeling and safe stand-off mapping, Incident Command System (ICS)/National Incident Management System (NIMS) Reporting, and Tier II fixed-facility management.

RECITALS

Whereas the State desires to have the Contractor provide a hazardous materials response and reporting software, and associated Services for the State;

Whereas the Contractor wishes to provide a hazardous materials response and reporting software.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2020-03) is comprised of the following documents:

A. Part 1 - Form P-37 General Provision
B. Part 2 - Information Technology Provisions
C. Part 3 - Exhibits
   - Exhibit A- Contract Deliverables
   - Exhibit B- Price and Payment Schedule
   - Exhibit C- Special Provisions
   - Exhibit D- Administrative Services
   - Exhibit E- Implementation Services
   - Exhibit F- Testing Services
   - Exhibit G- Maintenance and Support Services
   - Exhibit H- Requirements
   - Exhibit I- Work Plan
   - Exhibit J- Software Agreement

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software

PART 2 - INFORMATION TECHNOLOGY PROVISIONS

Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- Vendor Proposal, by reference
Exhibit O- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

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

a. State of New Hampshire, Department of Safety, Division of Fire Safety, Office of the Fire Marshal Contract Agreement 2020-03, including Parts 1, 2, and 3.
b. State of New Hampshire, Department of Safety, Division of Fire Safety, Office of the Fire Marshal RFP 2020-03.
c. Vendor Proposal Response to RFP 2020-03 dated August 21, 2019.

2. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend through September 18, 2022. The Term may be extended up to September 18, 2025 ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

Time is of the essence in the performance of the Contractor's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item,

group of items, or total Proposal, the Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

The Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contractor's Contract Manager is:

S. Bruce King
CEO
710 E. Garfield Street, Suite 220
Laramie, WY 82070
Tel: 307-721-216x801
Email: sbking@aristatek.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

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

4.2.2 The Contractor's 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 the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The

Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

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

4.2.5 CONTRACTOR Project Manager is:
Thayne K. Routh
AristaTek Principal
710 E Garfield Street, Suite 220
Laramie, WY 82070
Tel: (307) 721-2126
Email: trouth@aristatek.com

4.3 CONTRACTOR KEY PROJECT STAFF

4.3.1 The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project

Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks.*

4.3.2 The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*.

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

4.3.3.1 The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contractor's Key Project Staff:

Key Member(s)	Title
Thayne Routh	CTO
Scott Bunning	Director of Marketing & Sales
Renee Soriano	Account Manager

4.4 STATE CONTRACT MANAGER

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

Paul J. Parisi
State Fire Marshal
33 Hazen Drive
Concord, NH 03305
Tel: (603) 223-4289
Fax: (603) 223-4294

Email: Paul.Parisi@dos.nh.gov

4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

Danielle Cole
Deputy State Fire Marshal
33 Hazen Drive
Concord, NH 03305
Tel: (603) 223-4289
Fax: (603) 223-4294
Email: Danielle.Cole@dos.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration
for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State's Information, Confidentiality.

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

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

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. . The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES
The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE
After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

5.4 SOFTWARE REVIEW AND ACCEPTANCE
System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

6. SOFTWARE

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

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

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

7.5 MAINTENANCE AND SUPPORT SERVICES

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

7.6 WARRANTY SERVICES

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty & Warranty Services.

8. WORK PLAN DELIVERABLE

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

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

I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

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

In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

9. CHANGE ORDERS

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

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

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

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. the Contracted Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience; and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. 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 demandor upon termination of this Agreement for any reason. the Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3 CONTRACTOR'S MATERIALS

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

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit

juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare. library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4 STATE WEBSITE COPYRIGHT

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

10.5 CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchses software development services, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software. This section does not apply to the Contractor's proprietary software code.

10.6 SURVIVAL

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

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

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

11.2 STATE CONFIDENTIAL INFORMATION

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

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

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the 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.

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

11.3 CONTRACTOR CONFIDENTIAL INFORMATION

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

11.4 SURVIVAL

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

12 LIMITATION OF LIABILITY

12.1 STATE

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

12.2 CONTRACTOR

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

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

12.3 STATE'S IMMUNITY

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

12.4 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13 TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

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

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

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

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

b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to 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.

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

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

e. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

13.2 TERMINATION FOR CONVENIENCE

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

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

13.3 TERMINATION FOR CONFLICT OF INTEREST

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

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

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

13.4 TERMINATION PROCEDURE

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the 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.

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

a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.

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

c. Promptly, but in no event longer than thirty (30) 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;

d. 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 the Contractor and in which the State has an interest;

e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.

1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:

   - 10 days after the effective date of termination, if the termination is in accordance with the contract period
   - 30 days after the effective date of termination, if the termination is for convenience
   - 60 days after the effective date of termination, if the termination is for cause

2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.

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

g. The Contractor shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;

h. The Contractor shall 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)-approved methods. Certificates of destruction shall be provided to the State.

i. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

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

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

15.2 The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16 DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	AristaTek, Inc.	STATE	CUMULATIVE ALLOTTED TIME

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL
Hazardous Materials Response and Reporting Software
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

Primary	Thayne Routh CTO	Danielle Cole State Project Manager (PM)	5 Business Days
First	Scott Bunning Dir Marketing and Sales	Paul Parisi Director	10 Business Days
Second	S Bruce King CEO	Robert Quinn Commissioner	15 Business Days

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

17 SAAS GENERAL TERMS AND CONDITIONS

17.1 COMPUTER USE

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

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.

c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access..

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the 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 the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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

17.2 EMAIL USE

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

17.3 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 (available upon request).

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

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

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

17.7 VENUE AND JURISDICTION
Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

17.8 SURVIVAL
The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

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

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.

17.10 NOTICES

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

TO THE CONTRACTOR	TO STATE:
S. BRUCE KING	STATE OF NEW HAMPSHIRE
710 E GARFIELD ST, STE 220	DEPARTMENT OF SAFETY
LARAMIE, WY 82070	DIVISION OF FIRE SAFETY
TEL: (307) 721-2126	33 HAZEN DRIVE
E.MAIL: SBKING@ARISTATEK.COM	CONCORD, NH 03305
	TEL: (603) 223-4298

17.11 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 data. 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 shall become 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.

d. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

e. 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 the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

f. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

17.12. DATA LOCATION

The Contractor shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at rest shall be located solely in data centers in the U.S. the Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. the Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support. the Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION
The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359C:20..

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 appropriate State identified contact immediately as defined in the SLA.

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.

17.14. BREACH RESPONSIBILITIES
This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.

a. 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.

b. 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 (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary

remedial measures, if necessary. and (3) 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.

c. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:

(1) the investigation and resolution of the data breach;
(2) notifications to individuals, regulators or others required by State law;
(3) a credit monitoring service required by State (or federal) law;
(4) 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 Institute17 at the time of the data breach; and
(5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

17.15. NOTIFICATION OF LEGAL REQUESTS
The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. the Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

17.16. ACCESS TO SECURITY LOGS AND REPORTS
The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

17.17. CONTRACT 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.

17.18. DATA CENTER AUDIT
The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. the Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

17.19. ADVANCE NOTICE

The Contractor shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

17.20. SECURITY
The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES
The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

17.22. IMPORT AND EXPORT OF DATA
The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE
The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17.24. RIGHT TO REMOVE INDIVIDUALS
The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. the Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 – EXHIBIT A
CONTRACT DELIVERABLES

a. Problem Statement - The Division of Fire Safety, Office of the State Fire Marshal currently uses software for chemical inventory, hazard analysis and emergency planning that is dated and not user friendly especially for field operations and during emergency incidents. New technology and software is being sought to assist and aid first responders.

b. Goals – Procure COTS hazardous materials response and reporting software that will enhance planning, response, and reporting capabilities for hazardous material incidents throughout the State of New Hampshire.

c. Project Overview
The general scope of the project is to provide the State of New Hampshire, Department of Safety, Division of Fire Safety, Office of the State Fire Marshal with a Commercial-off-the-Shelf (COTS) vendor hosted web-portal hazardous materials response and reporting software for the New Hampshire State Fire Marshal's Office and the State's nine regional hazardous materials teams with a field-deployable comprehensive database of hazardous materials and decision support tools with a platform that can reside on approximately 30 individually licensed and authorized computers for modeling, planning, and reporting.

d. Statement of Work
AristaTek is looking to provide the State with Palmtop Emergency Action for Chemicals (PEAC) software, a hazardous materials (Hazmat) software suite for emergency planners and responders. PEAC software consists of a suite of software products that are designed to operate in both offline and online environments assuring functionality during an emergency. PEAC is organized into four main functions that serve emergency planners and responders for Hazmat: technical reference and research, hazard modeling and safe stand-off mapping, Incident Command System (ICS)/National Incident Management System (NIMS) Reporting, and Tier II fixed-facility management.

e. General Project Assumptions

1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.

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

3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the

appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

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

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

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
PLANNING AND PROJECT MANAGEMENT			
1	Decision by Fire Marshal's Office on PEAC-WEB Administrators	Written	9/23
2	Creating PEAC-WMD License UN/PW	Software	9/30
3	Creating PEAC-WEB Administrator's Un/PW	Software	9/30
INSTALLATION			
4	Installation, registration, and validation of the PEAC-WMD software, plus installation of the free Google Earth application on the platform for the state staff performing the Acceptance of Testing.	Software	10/14
5	Online instruction to the state staff performing the Acceptance Testing	Software	10/14
6	Completion of the Acceptance Testing by State staff	Software	10/14
7	Installation, registration, and validation of the PEAC-WMD software plus installation of the free Google Earth application on the platform for the designated state users.	Software	10/14
TESTING			
8	Training of state users (6 sessions – approx.. 1-2 hours/session)	Software	10/21
SYSTEM DEPLOYMENT			
9	Software released and state users commence use of products and services	Software	10/21
OPERATIONS			
10	Ongoing Hosting Support	Non-Software	9/30/2022

11	Ongoing Support & Maintenance	Software	9/30/2022
12	Conduct Project Exit Meeting	Non-Software	9/30/2022

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract the period between the Effective Date through September 18, 2022. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
1	Signing of Vendor Contract	9/23/2019	$10,000.00
2	Software Installation	10/14/2019	$10,000.00
3	Training	10/21/2019	$10,000.00
4	Annual Licensing and Renewal	10/1/2020	$13,645.00
5	Annual Licensing and Renewal	10/1/2021	$13,645.00

1.3 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table 1.4: Future Vendor Rates Worksheet

Position Title	SFY 2020	SFY 2021	SFY 2022	SFY 2023
Project Manager	150	155	160	165
Programmer	125	130	135	140
SQL Database	100	105	110	115
PDF Forms Tech	75	77	80	83

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1.4 SAAS Services Pricing Worksheet

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period. Table should be customized to reflect the project and the cost composing the Contractor's proposal.

Table 1.4: SAAS Services Pricing Worksheet

SAAS SERVICES	Year 1	Year 2	Year 3	TOTAL
Deployment and Installation of Licenses	$30,000			$30,000
Annual Licensing & Renewal		$13,645	$13,645	$27,290
GRAND TOTAL				$57,290

2. 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 the 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.

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.

3. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Invoices shall be sent to:

Kelley Noel
33 Hazen Drive
Concord, NH 03305
Tel: (603) 223-4289
Fax: (603) 223-4294

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

S. Bruce King
AristaTek, Inc.
710 E Garfield Street, Suite 220
Laramie, WY 82070

5. 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.

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the first year annual fee for a period of 60 days after first productive use of the System.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03 – PART 3
EXHIBIT C
SPECIAL PROVISIONS

There are no changes to the terms outlined in the P-37 General Provisions

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03 – PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

1. **TRAVEL EXPENSES**

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

2. **SHIPPING AND DELIVERY FEE EXEMPTION**

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

3. **ACCESS/COOPERATION**

   As applicable, and subject to the applicable laws and regulations, 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.

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

4. **STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

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

5. **RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

   The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract,

including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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

6. ACCOUNTING REQUIREMENTS

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES

1. PROJECT MANAGEMENT

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

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

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

c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.

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

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

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

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

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

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;

4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

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

2. IMPLEMENTATION STRATEGY

2.1 Key Components

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

The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The Contractor's team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

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

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

2.3 Change Management and Training

The Contractor's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT F
TESTING SERVICES

The Contractor shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

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

1.1 Test Planning and Preparation

The Contractor shall provide the State with an overall Test Plan that will guide all testing. The Contractor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within fifteen (15) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The Contractor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 System Integration Testing (if applicable)

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the Contractor team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Contractor Team Responsibilities	• Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	• Work jointly with the Contractor to develop the Systems Integration Test Specifications.

	• Work jointly with the Contractor to develop and load the data profiles to support the test Specifications. • Work jointly with the Contractor to validate components of the test scripts, modifications, fixes and other System interactions with the Contractor supplied Software Solution.
Work Product Description	• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.3 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
Contractor Team Responsibilities	For conversions and interfaces, the Contractor's team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.4 Installation Testing

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.5 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.6 Performance Tuning and Stress Testing

The Contractor shall develop and document hardware and Software configuration and tuning of PEAC infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project

1.7 Scope

The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.1 Test Types

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.2 Tuning

Tuning will be the Contractor led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.

In designing and conducting such regression testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required

for conducting the regression tests. In other words, the Contractor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1 Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract.

1.1.1 Maintenance Releases

The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

1.1.2 Standard Agreement

The State will adopt the Contractor's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

1. SYSTEM SUPPORT

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

2.4 As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

1..1. **Class A Deficiencies** – The Contractor shall have available to the Department on-call telephone assistance, with issue tracking available to the Department, during Department business hours (M – F, 8:00 am – 4:30 pm) with an email/telephone response within two (2) hours of request, or the Contractor shall provide support with remote diagnostic Services within four (4) business hours of a request;

1..2. **Class B & C Deficiencies** – The Department shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within two (2) hours of notification of planned corrective action.

2. SUPPORT OBLIGATIONS AND TERM

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

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

- 2.1.1 The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the Department.
- 2.1.2 For all maintenance Service calls, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution information; Resolved by; Identifying number i.e. work order number; and Issue identified by.
- 2.1.3 The Contractor must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: mean time between reported Deficiencies with the Software; diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.

2.2 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request

2.3 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
SAAS EXHIBIT H
REQUIREMENTS

Project Requirements is hereby incorporated within.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT I
WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within fifteen (15) business days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan for Implementation created by the Contractor and the State is set forth at the end of this Exhibit.

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

1. ASSUMPTIONS

1.1 General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored

locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

- The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Conversions The Contractor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor's technical team, a subset of the conversions. The Contractor's Team shall lead the State with the mapping of the legacy Data to the Contractor's applications.

- Additionally, the Contractor's Team shall:
  1. Provide the State with Contractor's application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Contractor's Team shall identify the APIs the State should use in the design and development of the conversion.
  2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
  3. Lead the review of functional and technical Specifications.
  4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.
  5. Execution and implementation of conversions such as customized chemical data set collection/integration/migration and/or customized 'Worst-Case' hazard analyses are optional services at an extra cost of $3,500 to $11,500 per Contractor Team's proposal referenced in Exhibit M and are not currently detailed in Work Plan.

E. Project Schedule

- Deployment is planned to begin immediately following the vendor's receipt of the purchase order with a subsequent go-live date of no later than 30 days after.

F. Reporting

- The Contractor shall conduct <weekly / every two weeks> status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

G. User Training

- The Contractor's Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

H. Performance and Security Testing

- The Contractor's Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.

- The State shall work with the Contractor on all testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

1) Contractor Team Project Executive

The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) Contractor Team Project Manager

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

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide weekly and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff to the Contractor operational staff;
- Manage Transition Services as needed.

3) **Contractor Team Analysis**
The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping:
- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) **Contractor Team Tasks**
The Contractor team shall assume the following tasks:
- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. State Roles and Responsibilities
The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) **State Project Manager**
The State Project Manager shall work side-by-side with the Contractor Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State

resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the Contractor team;
- Assist the Contractor Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

2) **State Subject Matter Expert(s) (SME)**

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

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

3) **State Technical Lead and Architect**

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;

- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at <WEEKLY or EVERY TWO WEEKS> Project meetings.

4) **State Testing Administrator**
The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:
- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

Detail what software is required for the Contractor to perform the activities of the Contract.

4. CONVERSIONS

The following Table 4.1 identifies the conversions within the scope of this Contract.

Table 4.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description
NA			

A. **Conversion Testing Responsibilities**
- The Contractor Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation

instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.

- The Contractor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The Contractor Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

5. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
NA			

A. Interface Responsibilities (DEPENDENT ON WHO IS WORKING ON THIS THE CONTRACTOR, THE STATE OR BOTH)

- The Contractor Team shall provide the State Contractor Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The Contractor Team shall identify the APIs the State should use in the design and development of the interface.
- The Contractor Team shall lead the State with the mapping of legacy Data to the Contractor Application.
- The Contractor Team shall lead the review of functional and technical interface Specifications.
- The Contractor Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.

- The Contractor Team shall document the functional and technical Specifications for the interfaces.
- The Contractor Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The Contractor Team shall develop and Unit Test the interface.
- The State and the Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the Contractor Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for the scheduling of interface operation in production.

6. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 7.1: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
Kick off meeting	1 day	9/23	9/23
Provide Licenses and Username/Passwords	7 days	9/24	9/30
Installation (including IT training)	14 days	10/1	10/14
User training	14 days	10/8	10/21

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT J
SOFTWARE AGREEMENT

ATTACHMENT 4: AristaTek Ex J Software License Agreement is hereby incorporated within.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY
DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE

1. WARRANTIES

1.1 System

The Contractor warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

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

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

(a) the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or

(b) the re-performance of the deficient Services, or

(c) if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

The Contractor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software

components provided by the Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

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

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect in indefinitely.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY

DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
EXHIBIT L
TRAINING SERVICES

The Contractor shall provide the following Training Services.

Conduct six 1-2 hour 'Kick-Off' trainings online with New Hampshire users. These trainings will be recorded and provided to the users following execution. In addition, users will have access to live monthly training webinars and multiple self-service training resources to include: user guide, video archives, and tutorial guides.

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY
DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT M
AGENCY RFP WITH ADDENDUMS, BY REFERENCE

RFP 2020-03 Hazardous Materials Response and Reporting Software dated August 21, 2019

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY
DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE

AristaTek, Inc. Proposal to Department of Safety, Division of Fire Safety, Office of the State Fire Marshal, RFP 2020-03 Hazardous Materials Response and Reporting Software dated August 21, 2019.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

DEPARTMENT OF SAFETY
DIVISION OF FIRE SAFETY, OFFICE OF THE STATE FIRE MARSHAL

Hazardous Materials Response and Reporting Software
SAAS CONTRACT 2020-03
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

A. Contractor's Certificate of Good Standing
B. Contractor's Certificate of Vote/Authority
C. Contractor's Certificate of Insurance
D. AristaTek Ex J Software License Agreement

CORPORATE RESOLUTION
OF
ARISTATEK INC.

We, the undersigned, all being Directors of AristaTek Inc., organized and existing under the laws of Wyoming, and having its principal place of business at 365 N. 9th St. Rm 222, Laramie, WY 82070, hereby certify that the following is a true and correct copy of the resolution duly adopted at a meeting of the Directors of the Corporation duly held and convened on August 16, 2001, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

Therefore, it is resolved: That S. Bruce King assume the position of CEO (Chief Executive Officer) and have the authority, including signatory authority, to represent the company in matters requiring such authority and execute any agreements that obligate the company.

By affirmative vote noted as signatures below, a majority vote of the Board of Directors of AristaTek Inc. with authority to bind the Company approves the form and content of this resolution, to be effective immediately.

DIRECTORS

S. Bruce King	S Bruce King
Director Signature	Printed Name
John S. Nordin	John S. Nordin
Director Signature	Printed Name
[illegible]	David S Heesley
Director Signature	Printed Name
Thayne Roth	Thayne Roth
Director Signature	Printed Name